



Health Services
LOS ANGELES COUNTY

June 19, 2007

**Los Angeles County
Board of Supervisors**

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through leadership,
service and education.*



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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF PARAMEDIC BASE HOSPITAL AND COORDINATED
PARAMEDIC COMMUNICATION SYSTEM AGREEMENT, AND
MOBILE INTENSIVE CARE NURSE DEVELOPMENT COURSE FEE
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to offer and execute the Paramedic Base Hospital and Coordinated Paramedic Communication System Agreement, substantially similar to Exhibit I, with the eight non-County paramedic base hospitals listed in Attachment B, effective July 1, 2007, through June 30, 2012, with an estimated annual revenue of \$90,920 for the first fiscal year, at no net cost to the County. Exhibit I will be incorporated as Exhibit F into the existing Trauma Center Service Agreement (TSCA) with 10 non-County paramedic base/trauma hospitals and the Memorandum of Understanding (MOUs) with the two County-operated paramedic base/trauma hospitals identified in Attachment B.
2. Approve and delegate authority to the Director of Health Services, or his designee, through the Emergency Medical Services (EMS) Agency, to charge and collect the fees associated with the cost of providing the Mobile Intensive Care Nurse (MICN) Development Course, a training program to prepare emergency department registered nurses to function as MICNs.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

The recommended actions will: 1) enable the County to continue to maintain an Advanced Life Support (ALS) system that utilizes Emergency Medical Technician-Paramedics (paramedics) for the delivery of emergency medical care through on-line (radio or telephonic) medical control; and 2) delegate authority to the Director or his designee to allow the EMS Agency to recover its costs for books, printed materials, and instructors associated with providing a MICN Development Course.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

These actions support the County's Strategic Plan Goal No. 1 for Service Excellence by enhancing the quality and availability of emergency medical care services countywide.

FISCAL IMPACT/FINANCING:

There is no net County cost for the Paramedic Base Hospital and Coordinated Paramedic Communication System Agreement. Total estimated revenue for Fiscal Year (FY) 2007-08 is \$90,920, based on the \$11,365 fee paid by each of the eight non-County base hospitals. This fee will increase by an average of 1.7 % per FY.

The estimated cost of providing an MICN Development Course is \$321 per student, for a total of \$6,420. The EMS Agency will charge and collect these fees from the MICN Development Course participants. Each course will train approximately 20 students. At this time, the estimated number of students over the course of a one year period is not known.

Funding and offsetting revenue is included in Health Services Administration's FY 2007-08 Proposed Budget and will be requested in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Paramedic Base Hospital and Coordinated Paramedic Communication System Agreements

Pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act, the County maintains an ALS system that utilizes paramedics for the delivery of emergency medical care. As part of this system base hospitals provide prospective, concurrent and retrospective medical control.

Division 2.5 of the California Health and Safety Code authorizes the local EMS Agency to designate Base Hospitals to provide on-line (radio or telephonic) medical control to paramedics treating patients in the prehospital setting. The number of base hospitals in Los Angeles has declined over time from 37 to the current total of 20. During the term of the existing Base Hospital Agreement, July 1, 2002 through June 30, 2007, the following changes occurred in the base hospital program: the former Martin Luther King, Jr./Drew Medical Center and Beverly Hospital withdrew from the base hospital ALS system, and California Hospital Medical Center and Long Beach Memorial Hospital implemented base hospital services.

The existing TCSA and MOU stipulate that the trauma hospitals must meet established Paramedic Base Hospital Requirements, and this proposed Paramedic Base Hospital Agreement will supersede the existing TCSAs' and MOUs' Paramedic Base Hospital Requirements as Exhibit F.

As approved by the Board on January 30, 2007, the ten non-County and two County paramedic base hospitals that also operate as trauma center hospitals are assessed an all inclusive Trauma Center/Base Hospital fee under terms of the current TCSA and MOU.

The two County-operated paramedic base hospitals, LAC+USC and Harbor/UCLA Medical Centers, also operate under the same programmatic terms of this paramedic base hospital standard agreement as required by the Director of Health Services.

A task force composed of representatives from each of the 20 base hospitals negotiated revisions to the current Agreement and agreed to the proposed changes.

MICN Development Course

The California Code of Regulations, Title 22, requires a base hospital to provide immediate medical direction to paramedic personnel via direct two-way voice communication with field units assigned to the hospital. In Los Angeles County, the majority of on-line medical control is directed by MICNs, registered nurses who have received advanced training to learn paramedic protocols and operate the base radio, and who function pursuant to Section 2725 of the Business and Professions Code. MICNs are responsible for obtaining and interpreting patient assessment information and directing ongoing field care interventions in accordance with the policies, procedures and protocols established by the EMS Agency.

To become a certified MICN, registered nurses working in a base hospital emergency department must complete an MICN Development Course and pass a qualifying examination with a satisfactory score, after which they are authorized by the EMS Agency's Medical Director to provide on-line direction for prehospital advanced life support to paramedics.

Because hospital emergency departments function on a 24 hours-per day, 7 days-per week basis, there is a continuous need at the base hospitals to maintain adequate MICN staffing and ensure that sufficient MICNs will be available to meet future needs. Like the base hospital system itself, the number of MICN development courses has declined over time. At present, only one base hospital has provided the training in the last six months.

To meet the ongoing need for qualified MICN personnel, the EMS Agency plans to develop a standardized course, offer it in a central County facility, and utilize its own instructor staff in conjunction with voluntary assistance from experienced and qualified base hospital Prehospital Care Coordinators.

As part of the course, students will participate in a ride along with a paramedic ambulance and provide hands-on supervised medical direction for ambulances in the field. DHS will obtain waivers and releases from students for any injury to a student from these activities and indemnification and insurance coverage from each student's sponsoring employer for any medical direction or other work performed by the students while enrolled in the program.

A standardized course will reduce variability in instructor methods and ensure consistency in materials, handouts and radio practice skill sessions. Patients, paramedics, base hospitals and the ALS system will benefit from the continuous provision of skilled field care delivered by well-educated MICN staff.

Attachments A, B, and C provide additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS:

Not applicable.

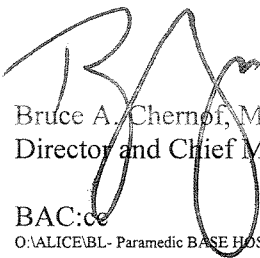
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Paramedic Base Hospital and Coordinated Paramedic Communications Agreement will maintain the current level of program services through June 30, 2012. The MICN Development Course is expected to increase the availability of qualified MICN staff required for the EMS system in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ce
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Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT1. Type of Service:

This agreement provides for the twenty designated base hospitals to continue provision of on-line (radio or telephonic) medical control to paramedics in the prehospital setting. Along with on-line medical control, data collection, quality improvement and system monitoring will be maintained. The Emergency Medical Services (EMS) Agency will charge and collect the fees associated with the cost of providing the Mobile Intensive Care Nurse (MICN) Development Course, a training program to prepare emergency department registered nurses to function as MICNs.

2. Address and Contact Person:

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3. Term:

The term of the agreement with the base hospitals will be effective July 1, 2007 through June 30, 2012.

4. Financial Information:

There is no net County cost for the Paramedic Base Hospital and Coordinated Paramedic Communication System Agreement. Total estimated revenue for Fiscal Year (FY) 2007-08 is \$90,920, based on the \$11,365 fee paid by each of the eight non-County base hospitals. This fee will increase by an average of 1.7 % per FY.

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Funding and offsetting revenue is included in Health Services Administration's FY 2007-08 Proposed Budget and will be requested in future years.

5. Primary Geographic Area to be Served:

Countywide.

6. Monitoring and Evaluation:

Department of Health Services EMS Agency

7. Approvals:

Clinical and Medical Affairs: Robert G. Splawn, M.D., Senior Medical Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward A. Morrissey, Senior Deputy

CAO Budget Unit: Latisha Thompson

NON-COUNTY PARAMEDIC BASE HOSPITALS

1. Citrus Valley Medical Center - Queen of the Valley
2. Glendale Adventist Medical Center
3. Methodist Hospital of Southern California
4. Pomona Valley Hospital Medical Center
5. Presbyterian Intercommunity Hospital
6. Providence Little Company of Mary Hospital
7. Providence St. Joseph Medical Center
8. Torrance Memorial Medical Center

NON-COUNTY PARAMEDIC BASE /TRAUMA HOSPITALS

1. California Hospital Medical Center
2. Cedars-Sinai Medical Center
3. Henry Mayo Newhall Memorial Hospital
4. Huntington Memorial Hospital
5. Long Beach Memorial Medical Center
6. Northridge Hospital Medical Center
7. Providence Holy Cross Medical Center
8. St. Francis Medical Center
9. St. Mary Medical Center
10. UCLA Medical Center

COUNTY-OPERATED PARAMEDIC BASE /TRAUMA HOSPITALS

1. Harbor-UCLA Medical Center
2. LAC+USC Medical Center

ESTIMATED COST PER ATTENDEE
FOR MOBILE INTENSIVE CARE NURSE (MICN)
DEVELOPMENT COURSE

Course Materials:

Prehospital Care Manual	\$ 23
Medical Control Guidelines	\$ 38
Paramedic Training Manual	\$ 10
Curriculum	\$ 29
Subtotal for Materials	<u>\$100</u>

Instructors:

Instructor cost per student	\$221
8 hours x 7 days = 56 hours of instruction	
56 hours x \$79* per hour = \$4,424 instructor cost per course	
Estimated number of students per course = 20	
$\$4,424 \div 20 \text{ students} = \$221 \text{ instructor cost per student}$	

* Includes employee salary and benefits based on
FY 2005-06 actual rate

Total Cost per Student (Materials and Instructor Costs)	<u><u>\$321</u></u>
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PARAMEDIC BASE HOSPITAL AGREEMENT
(Trauma and Non-Trauma)
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)

JULY 2007

PARAMEDIC BASE HOSPITAL AGREEMENT

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ATTACHMENTS AND EXHIBITS

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PARAMEDIC BASE HOSPITAL AGREEMENT

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EXHIBIT L -	CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

PARAMEDIC BASE HOSPITAL AGREEMENT

(Trauma and Non-Trauma)

THIS AGREEMENT is made and entered into this _____ day
of _____, 2007

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Hospital").

WHEREAS, pursuant to the authority granted under the
Emergency Medical Services and Prehospital Emergency Medical
Care Personnel Act ("Act") (Health and Safety Code, Sections
1797, et seq.), County maintains an Advanced Life Support
("ALS") system providing services utilizing Emergency Medical
Technicians-Paramedics (hereafter "paramedics") for the delivery
of emergency medical care to the sick and injured at the scene
of an emergency, during transport to a general acute care
hospital, during interfacility transfer, while in the emergency
department of a general hospital, until care responsibility is
assumed by the regular staff of that hospital, and during
training within the facilities of a participating general acute
care hospital; and

WHEREAS, County has designated its Department of Health

Services as the local Emergency Medical Services Agency (hereafter "Department", "local EMS Agency", "Agency" or "DHS"); and

WHEREAS, the local EMS Agency approves and designates selected paramedic base hospital(s) as the Agency deems necessary to provide immediate medical direction and supervision of paramedics within Los Angeles County in accordance with policies and procedures established by the Agency and State EMS Authority; and

WHEREAS, various general acute care hospitals, both public and private, in Los Angeles County have been designated by the local EMS Agency to serve as paramedic base hospitals pursuant to a selection procedure developed and implemented with the assistance of health services provider organizations and other qualified agencies and organizations; and

WHEREAS, Hospital, by virtue of its qualifications pursuant to such selection process and its execution of this Agreement, is a County designated paramedic base hospital (hereafter "base hospital"); and

WHEREAS, trauma centers specialize in the care of major trauma patients; and

WHEREAS, a County-designated trauma center which is also a

base hospital shall provide medical direction for all injured patients meeting base hospital contact criteria or guidelines within its catchment area, in addition to other base contacts normally handled; and

WHEREAS, "Director" as used herein, refers to County's Director of the Department of Health Services or his or her duly authorized designee; and

WHEREAS, the Act and related implementing regulations require commitment of hospital administration, emergency department, and medical staff to meet requirements for program participation as specified by law and by local EMS Agency policies and procedures; and

WHEREAS, the parties wish to cooperate with each other and with paramedic provider agencies in the joint development and operation of an ALS system in Los Angeles County in order to efficiently and appropriately meet the needs of Los Angeles County residents for high quality paramedic services; and

WHEREAS, a physician in the base hospital's emergency department, under the direction of a base hospital medical director and with the assistance of registered nurses who are specially trained and certified as authorized mobile intensive care nurses (hereafter "MICNs") by the local EMS Agency,

exercises control over the delivery by paramedics of certain emergency care services in the field by issuance to them of verbal medical instructions over a radio or commercial telephone; and

WHEREAS, a base hospital supervises prehospital triage, treatment, patient destination, and advanced life support, and monitors personnel program compliance by providing medical direction; and

WHEREAS, a base hospital provides, or causes to be provided, emergency medical services, and prehospital personnel training and continuing education in accordance with local EMS Agency policies and procedures; and

WHEREAS, a base hospital collects prehospital and emergency department data specified in the Base Hospital Form; and

WHEREAS, a base hospital utilizes and maintains two-way telecommunications equipment, as part of the County's Paramedic Communications System ("PCS"), as specified by the local EMS Agency, capable of direct two-way voice communication with the paramedic advanced life support units ("ALS unit") assigned to a base hospital; and

WHEREAS, the PCS is composed of discrete radio subsystems licensed individually by the Federal Communications Commission

("FCC") with Hospital holding title to the PCS subsystem(s) used to link to a County facility and County holding title to the PCS subsystem(s) used to link the County facilities with the EMS Agency; and

WHEREAS, Hospital's commitment to provide and operate PCS equipment, and to otherwise establish and maintain a base hospital and to provide the professional and hospital services associated therewith represents a substantial and continuing commitment of financial, physical, professional, and personnel resources by Hospital and its professional staff; and

WHEREAS, the parties desire to carry out their respective obligations under this Agreement in an efficient cost-effective manner; and

WHEREAS, Hospital agrees to share in a portion of costs required to implement and maintain a countywide computerized data collection and information management system (costs specified in body); and

WHEREAS, in exchange, County agrees to provide countywide standardized prehospital management reports and to make available countywide statistical data (nonidentifiable) for research purposes; and

WHEREAS, this Agreement is authorized by Health and Safety

Code Sections 1797.58 and 1798.100 and Title 22 California Code of Regulations, Section 100168.

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the operation of each party's component of the paramedic delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County. Its purposes are to establish, in a manner reflective of that cooperative basis, the specific duties and responsibilities of the parties with respect to the matters addressed herein and to provide mechanisms and procedures for (a) resolution of disputes, (b) communications regarding the operation of the system, (c) consideration of future development of the system in response to change in circumstances, (d) interaction with other system participants, and (e) quality improvement.

2. TERM:

A. The effective date of this Agreement shall be July 1, 2007, and shall continue in full force and effect to and including June 30, 2012. Unless sooner terminated, revoked, or canceled, this Agreement shall finally expire

at midnight on June 30, 2012.

B. The local EMS Agency shall review this Agreement as appropriate to ensure compliance with Title 22, California Code of Regulations, Section 100174.

C. Notwithstanding any other provision of this Agreement, it shall be effective and binding upon the parties during any future County July 1 through June 30 fiscal year only in the event that County's Board of Supervisors appropriates funds to cover County's obligations hereunder in County's budget for each such future fiscal year.

D. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately upon giving written notice to Hospital if Hospital's license to operate as a general acute care hospital or its permit to operate basic or comprehensive emergency service is revoked or suspended. Any such action by DHS shall be subject to the review procedures for suspensions established in Paragraph 6, Due Process, herein below. If such a suspension order has been issued and remains in effect for a period of at least sixty (60) calendar days, Director may terminate this Agreement upon giving at least

thirty (30) calendar days prior written notice thereof to Hospital.

E. Notwithstanding any other provision of this Agreement, Director may find Hospital out of compliance with this Agreement, upon giving written notice to Hospital, if Hospital has demonstrated a consistent failure to adhere to policies, procedures, and contractual requirements, as outlined in this Agreement and the Los Angeles County Prehospital Care Policy Manual, hereinafter, Prehospital Care Policy Manual, (incorporated herein by reference), the effect of which has disrupted the uniform and consistent discharge of Hospital's responsibilities hereunder. Any such action by Director shall be subject to the review procedures for contract compliance established in Paragraph 6, Due Process, herein below. Hospital hereby acknowledges receipt of a copy of Agency's Prehospital Care Policy Manual.

F. Notwithstanding any other provision in this Agreement, Hospital may find DHS out of compliance with this Agreement, upon giving notice to Director, if DHS has demonstrated a consistent failure to adhere to policies, procedures, and contractual requirements, as outlined in

this Agreement and Agency's Prehospital Care Policy Manual, the effect of which has disrupted the uniform and consistent discharge of DHS' responsibilities.

G. This Agreement shall be considered automatically suspended in the event of a labor dispute, natural catastrophe, or other event beyond the control of Hospital which renders Hospital incapable of continuing to carry out its responsibilities hereunder. In the event such suspension continues for a period in excess of three (3) months and Hospital is unable to demonstrate to Director that it can resume its participation within six (6) months from the initial date of interruption of service, Director may terminate this Agreement upon giving at least one-hundred twenty (120) calendar days prior written notice thereof to Hospital.

H. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause upon providing at least one-hundred twenty (120) calendar days prior written notice thereof to the other party.

3. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled

"ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

4. RESPONSIBILITIES OF COUNTY: County shall coordinate the countywide aspects of the ALS system and maintain and operate County components of the PCS.

A. Responsibilities of DHS:

1) Policies and Procedures:

a) Establish policies and procedures consistent with State and County laws, regulations, and standards to assure medical control of ALS personnel.

b) Review and revise policies every three years or as needed.

c) Distribute to Hospital within sixty (60) calendar days of the execution of this Agreement a complete manual containing all protocols and policies which Agency currently considers to be applicable to participants in the ALS system.

d) Establish policies and procedures that ensure a mechanism exists for replacing medical supplies and equipment used by advanced life

support personnel during treatment of patients. Such policies and procedures shall not require hospital to provide or replace such medical supplies and equipment.

e) Establish policies and procedures that ensure a mechanism exists for replacing controlled drugs and narcotics used by advanced life support personnel during treatment of patients. Such policies and procedures shall not require hospital to provide or replace such medical supplies and equipment.

2) Interim System Re-Configuration: DHS may, on an interim basis, restructure the prehospital care system as it deems necessary, including reassignment of ALS Units to or from Hospital as the primary directing base hospital, in those instances when a designated base hospital gives notice that it is withdrawing from the system or when a designated base hospital is suspended or terminated from the prehospital care system. In the event that an interim restructuring occurs, Hospital, if affected by the restructuring, shall be given the immediate

opportunity to provide written and oral statements to Director regarding the restructuring to the local EMS Agency and shall be provided with the "due process" procedures specified in Paragraph 6, Due Process, herein below. Nothing herein, however, is intended to prevent implementation by Director on an emergency basis of such changes as he/she may find measurably necessary to preserve the integrity of the prehospital care system and to protect the health and safety of County residents.

3) System Configuration: Director shall notify Hospital of proposals for substantial operational or structural changes in the components of the ALS system or in the overall operation or configuration of such system. This shall include, but not be limited to, increasing or decreasing the number of base hospitals in the event that a restructuring of the prehospital care system is deemed necessary. In the event the number of base hospitals is increased or decreased, and unless otherwise agreed upon by the parties, written notice shall be given to Hospital at least one-hundred and twenty (120) calendar days prior to

the effective date of any resulting substantial operational or structural changes to the local EMS Agency. If the need for Hospital to serve as a base hospital can no longer be substantiated, or if Hospital is adversely affected by the addition of a new base hospital, Hospital, upon request, shall be provided with "due process" as specified in Paragraph 6, Due Process, herein below.

4) Data Management: DHS, after consultation with and advice from the Emergency Medical Services Commission ("EMSC") Data Advisory Committee, as defined by the EMS Commission bylaws, if duly constituted, shall continue maintenance of a comprehensive base hospital data collection system.

a) The DHS base hospital data collection system includes:

1. A base hospital data collection procedure manual.

2. A minimum of sixteen (16) hours Trauma and Emergency Medicine Information System ("TEMIS") basic software training up to twenty-four (24) hours of

intermediate/advanced training for all necessary persons identified by Contractor, and as agreed upon by County, to enable Hospital personnel to perform data entry, database maintenance, and basic report generation functions.

3. A nonexclusive, nontransferable license to Hospital to use TEMIS software and documentation and any software updates for as long as County maintains its software license contract with Lancet Technology, Inc., or until Agreement is terminated as set forth herein. Such license also includes the right of Hospital to copy TEMIS software, data, and documentation for back-up or archive purposes, but such license further gives Hospital no right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software, data, or documentation to any other person or entity.

4. Installation in a secure area of

Hospital and maintenance of personal computer ("PC") peripherals and software meeting specifications shown in Exhibit "E", TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS, attached hereto and incorporated herein by reference, for the purpose of base hospital data entry and/or data manipulation. DHS will maintain said equipment in fully functioning order until Agreement is terminated or County replaces the equipment. In the event that Agreement is terminated for any reason, DHS shall promptly remove all TEMIS hardware and software provided by County/County's TEMIS-related contractor and Hospital shall return to County all TEMIS data and documentation (and all copies thereof made by Hospital hereunder) provided by County to Hospital.

a) DHS, on behalf of County, in the event of a failure, breakdown of the equipment, or errors in software, shall use reasonable efforts to

promptly rectify the software, repair the failure, or replace the defective component. Whenever possible, DHS shall correct a problem in twenty-four (24) hours or less (excluding Saturday, Sunday, and Holidays). County shall have no such obligation if the problem(s) is (are) a direct or indirect result of hardware or software modifications, or both, made without the prior written approval from Director.

b) The foregoing are the only warranties of any kind, either expressed or implied, that are made by County, and County disclaims all other warranties including, but not limited to, the implied warranties of fitness for a particular purpose. In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever

(including, without limitation, damages for loss of business profits, business interruption, loss of information, and the like), arising out of the use or inability to use the software

(including without limitation any claim of patent infringement or other similar claim) or hardware, even if County has been advised of the possibility of such damages.

c) County does not warrant that operation of the hardware or software will be uninterrupted or error-free or that all errors will be corrected.

d) County does not assume and shall have no liability under this Agreement for failure to repair or replace defective equipment, software, the related data or documentation due directly or indirectly to causes beyond the control of, and without the fault or negligence of County, including, but

not limited to, acts of God, acts of public enemy, acts of the United States, any state, or other political subdivision, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or similar or other conditions beyond the control of County.

5) Prehospital Care Liaison: Director shall designate one or more individuals within the local EMS Agency with the primary responsibilities of reviewing, monitoring, communicating and coordinating matters affecting the ALS delivery system under the jurisdiction of the local EMS Agency. Designated individuals shall periodically attend Hospital's continuing education programs, field care audits, and meetings related to the ALS system and shall perform contract compliance reviews as specified in this Agreement.

6) Assignment of ALS Units: After consultation with Hospital and provider organizations, Director shall assign designated ALS units to operate under

Hospital's primary control as base hospital. These assignments may be changed from time to time by Director after consultation with Hospital. Director shall take into consideration the number of base hospital contacts handled by each base hospital within a Base Hospital Region, the receiving hospital for the majority of patients handled by the ALS unit being assigned, whether the ALS unit being assigned is primarily a 9-1-1 response unit or private interfacility transport unit, and the provider agency's desire to affiliate with a particular base hospital.

7) Paramedic Communication System Management:

a) Designate one individual within DHS as the PCS manager to provide administration and direction of the PCS.

b) Utilize County's Internal Services Department ("ISD") for ongoing design, installation, maintenance, and technical consultation.

c) Assign Hospital frequencies and private line ("PL") tones in consultation with ISD.

d) Notify Hospital of any proposals for operational or structural changes in the components of the PCS. No non-emergent substantial operational or structural change in the components of the PCS will be made without prior notification of Hospital, and until Hospital, if it wishes, has appropriately exhausted administrative due process remedies under this Agreement.

e) Promulgate PCS communications operations procedures and maintenance standards in cooperation with ISD prior to the execution of this Agreement. Any changes made during the term of this Agreement shall be reviewed and approved by the Communications Management Committee, described in Exhibit "A", attached hereto and incorporated herein by reference.

f) Notify the Hospital Association of Southern California ("HASC") of any proposals for changes in policies and procedures.

B. Responsibilities of County through ISD:

1) Assume ongoing responsibility for the

design, development, timely implementation, and technical integrity of the PCS. To the extent feasible, ISD shall consult with the DHS PCS Manager and solicit input in the areas of design development, implementation, and technical integrity of the PCS.

2) Maintain and repair County-owned equipment.

3) Prepare PCS communications operating procedures and maintenance standards in cooperation with the local EMS Agency.

C. Contract Compliance: Should DHS, as determined by Hospital, fail to comply with any provision set forth hereunder as a DHS responsibility or obligation, Hospital may do any or all of the following in addition to other rights which Hospital may have hereunder or at law:

1) Send Director a written statement itemizing the areas of concern and request or specify a plan for remedial action.

2) Send Director a written itemized listing of the area(s) of concern and notification of intent to terminate Agreement.

3) Institute the review procedures outlined in Paragraph 6, DUE PROCESS herein below.

5. RESPONSIBILITIES OF HOSPITAL:

A. General Requirements:

- 1) Be licensed by the State Department of Health Services ("SDHS") as a general acute care hospital.
- 2) Be accredited by the Joint Commission ("JC").
- 3) Have a special permit for Basic or Comprehensive Emergency Medical Service pursuant to the provisions of Title 22, Division 5, California Code of Regulations.
- 4) Unless exempted in writing by the Medical Director of the local EMS Agency, meet or exceed standards for Emergency Departments Approved for Pediatrics ("EDAP").
- 5) Satisfy the requirements of Title 22, California Code of Regulations, Section 100168.
- 6) Participate in the ReddiNet® communication system.
- 7) Hospital administration, medical staff and emergency room staff agree/concur that it shall meet the requirements under applicable State regulations

and the local EMS Agency's policies and procedures for the provision of services under this Agreement.

B. Standards and Protocols: Hospital shall implement and monitor the policies and procedures of the local EMS Agency related to the services performed by Hospital under this Agreement.

C. Data Collection:

1) Hospital shall complete and submit the following documents to Director, the completion and submission of which shall be according to DHS procedure and formats previously provided to Hospital:

a) Base Hospital Form: The MICN or emergency department physician, or both, shall complete at least one current DHS approved base hospital form for every base hospital paramedic contact involving a patient. One form shall be completed for every ALS patient involved in an incident. Samples of the DHS approved base hospital form are attached as Exhibit "G", (Base Hospital Form), G-1 (Page 2), G-2 (MCI Form), attached hereto and incorporated herein by reference. Hospital shall submit the Base

Hospital Form within sixty (60) calendar days of its completion. Upon approval of Director, Hospital may discontinue transmittal of a "hard copy" of the form when Director determines that the computer data base hospital form information which is transmitted to Agency is of high quality and timely, and reflects all documentation.

a.1) Standing Field Treatment Protocol (SFTP) data collection: When base contact is made for destination and/or medical direction, a base hospital form should be completed with the following documentation:

a.1.1) Provider Code/Unit #

a.1.2) "We have a protocol patient..." (State major or minor if trauma)

a.1.3) Chief complaint/Location of injury

a.1.4) Age/Gender

a.1.5) Level of Distress

a.1.6) Name of the Protocol

a.1.7) Destination/ETA

a.1.8) Sequence Number

a.1.9) Mechanism of Injury if

trauma

b) Receiving Hospital Outcome Data:

Hospital shall complete emergency department outcome data for all patients where Hospital provided base hospital medical direction to prehospital care personnel and patients were delivered to its emergency department via the County's prehospital care system. Hospital personnel shall enter the appropriate information as defined in Exhibit "I", attached hereto and incorporated herein by reference, onto the base hospital form and into the County's automated data collection system (TEMIS).

c) Required Data Elements: Hospital shall enter data elements as defined in "Exhibit I."

d) In the event Agency determines that existing forms, logs, and documents should be modified or that additional data should be collected from Hospital, said modification or request for additional data must first be

reviewed by the EMSC Data Advisory Committee, if constituted. Agency shall estimate the cost impact on Hospital of the proposed modification or request for additional data, and, if a dispute concerning same arises, the matter may be submitted to the EMSC for arbitration in accordance with County Code Section 3.20.070.

e) Hospital shall submit required data under County's automated data collection system to Agency via Agency defined media within thirty-five (35) calendar days following an "incident" according to procedures identified in the most current version of the Agency's "TEMIS Users Manual" incorporated herein by reference. A copy of the TEMIS Users Manual has previously been provided to Hospital. Data format must meet specifications defined by Agency. Should County remove all or any portion of TEMIS software required to submit Hospital's data to County via County defined media, or fail to correct any software errors that prevent Hospital from being able to perform data entry, Hospital's obligation

to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software errors.

f) Hospital shall utilize TEMIS application programs and County-owned equipment provided to Hospital (see "Exhibit E"). Hospital shall in no way modify the structure or function of the hardware or software as set forth in the Agreement without the prior written approval of Director. The hardware and software provided shall be used exclusively for the purposes intended herein and shall be maintained by Hospital in a secure location. Usage for any other purpose or for running any other programs or software shall be done only with the express written consent of Director. Hospital shall at all times provide County representative(s) designated by Director with reasonable access to Hospital premises to allow installation/maintenance/removal of County-owned property.

g) If it is reasonably determined by

Director that any Hospital repair or replacement of equipment, or repair or recovery of software or data, to the extent deemed feasible by Director, was necessary due to theft or due to Hospital's negligence, Hospital shall reimburse County for the repair, replacement, or recovery cost at a maximum labor rate of One Hundred Dollars (\$100) per hour, plus the actual cost of parts and materials.

h) To provide ongoing financial support to County for data collection, monitoring, and evaluation of the ALS programs, all of which benefit Hospital in the provision of base hospital services, Hospital agrees to offset a portion of the costs attributed thereto. The annual amount payable to County by Hospital for each one (1)-year period of Agreement shall be Eleven Thousand, Three Hundred and Sixty-Four Dollars and Fifty-Seven Cents (\$11,364.57) for the first year of the Agreement and each subsequent year the amount shall be as follows:

-Year two: Eleven Thousand, Five Hundred

and Fifty-Six Dollars and Fifty-Eight Cents
(\$11,556.58)

-Year three: Eleven Thousand, Seven Hundred
and Fifty-Four Dollars and Thirty-Four Cents
(\$11,754.34).

-Year four: Eleven Thousand, Nine Hundred
and Fifty-Eight Dollars and Four Cents
(\$11,958.04)

-Year five: Twelve Thousand, One Hundred
and Sixty-Five Dollars and Twenty-Seven
Cents (\$12,165.27).

For any hospital that is a designated Trauma Center, the base hospital fee is included as part of the Trauma Center fee. The amount due for the Agreement period of July 1, 2007 through June 30, 2008, shall be paid on or before October 31, 2007. The amount due for each consecutive year of the Agreement shall be paid on or before July 31 of the period. If this Agreement is canceled or terminated on a date other than June 30 of any one (1) year period (July 1 through June 30) of the Agreement term, the amount due by Hospital

for that period shall be reduced by proration. If Hospital has already paid the annual amount, County shall return to Hospital that portion of the payment allocable to the period following the termination or cancellation date.

i) Hospital shall provide all supplies necessary for the ongoing use of the County-owned equipment (e.g., printer cartridges, printer paper, compact discs, DVDs or flash drives, etc.).

j) Hospital shall seek telephone assistance from Director or their designee, whenever TEMIS operation failure occurs, to obtain County TEMIS maintenance services as described herein.

k) Hospital shall assign qualified back-up personnel to operate TEMIS, as reasonably appropriate for Hospital to meet Hospital's data collection responsibilities described herein. Furthermore, Hospital shall permit adequate time for complete training of such personnel. Arrangements for training of new or replacement

Hospital personnel shall be the primary responsibility of Hospital.

1) All software application modules, all modifications, enhancements, and revisions thereto, and all materials, documents, software programs and documentation, written training documentation and aids, and other items provided by County or its agents, are "proprietary" or "confidential". Hospital shall use reasonable means to ensure that these confidential data system products are safeguarded and held in confidence. Such means shall include, but not be limited to: requiring each Hospital employee or agent given access thereto to enter into a written agreement in the same form identified as "Exhibit F", Hospital Employee Acknowledgment and Confidentiality Agreement, attached hereto and incorporated herein by reference; disclosing confidential County data system products only to employees with a need to know of such confidential County data system products in order for Hospital to exercise its rights and perform

its obligation as a base hospital; and not reproducing, adapting, modifying, disassembling, decompiling, reverse engineering, distributing, or disclosing any confidential County data system products except as expressly permitted hereunder. Copies of software, application modules, and data may be made for the sole purpose of backup only.

m) Hospital shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any United States patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the misuse of the software license by hospital or hospital personnel.

n) Hospital shall safeguard and protect the equipment to ensure full operation. No other application software programs shall be operated on County-owned equipment supplied to Hospital, unless specifically approved in writing by

Director.

o) Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital costs associated with providing ALS services, including data collection. Nothing herein, however, requires reimbursement or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray such costs.

D. Availability of Records: Hospital shall submit copies of all records, audio recordings, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system at the request of representatives of Agency. Records obtained from Hospital may be used for, but are not limited to, audit, investigation, or statistical analysis. Representatives of the local EMS Agency shall comply with all applicable State and Federal laws relating to confidentiality and shall maintain the confidentiality of all records, audio recordings and logs submitted in compliance with this

subparagraph in accordance with the customary standards and practices of government third-party payers.

E. ALS Program Monitoring:

1) Hospital extends to Director, or his designee and to authorized representatives of the State, the right to review and monitor Hospital's programs and procedures with respect to this Agreement, and to inspect its facilities for contractual compliance with State and local EMS Agency policies and regulations.

Inspections by DHS staff shall be conducted during County's normal business hours and only after Director has given Hospital at least three (3) working days prior written notice thereof. In computing the three (3) working days, a Saturday, Sunday, or legal holiday shall not be included. Entry and exit conferences shall be held with Hospital's Administrator or his or her designee. Said notice need not be given where Director determines that the health and welfare of patients may be jeopardized by waiting the three day period.

2) AUDIT/COMPLIANCE REVIEW: At minimum, audits

shall be conducted every three (3) years to ensure compliance with State and local EMS agency policies and regulations. Hospital shall be given no less than thirty (30) calendar days notice in advance of said review. Hospital's director of utilization review and director of medical records shall be permitted to participate in the review and Hospital and its staff shall fully cooperate with County representatives. In the conduct of such audit and review, Hospital shall allow such representatives access to all reports, audio recordings, medical records, and other reports pertaining to this Agreement, and shall allow photocopies to be made of these documents, utilizing Hospital's photocopier.

Records of Hospital or its medical review committees having responsibility for evaluation and improvement of the quality of care rendered in a hospital, and which are protected by Evidence Code Section 1157, are not subject to review.

An exit conference shall be held following the performance of such an on-site compliance review by Director and results of the compliance review shall be

discussed with Hospital's Administrator or his or her authorized designee prior to the generation of any final written report or action by Director or other DHS representatives based on such review. The exit conference shall be held on site prior to the departure of the reviewers and Hospital shall be provided with an oral or written list of preliminary findings at the exit conference. If a written report of the audit or compliance review is prepared, Hospital shall be provided with a copy thereof prior to its public release or referral of the report to any other public agency. Hospital shall permit periodic unscheduled site visits by Agency representatives for monitoring ED diversion status, continuing education programs and prehospital care meetings.

F. Record Retention:

1) Hospital shall retain the receiving hospital copy of the EMS Report Form for a minimum of seven (7) years and include such reports with patient charts for patients brought to Hospital as part of the ALS system. Such records, if for a minor, shall be retained for a minimum of seven (7) years, or one (1)

year past the age of majority, whichever is greater.

2) Hospital shall retain all audio recordings (not transcriptions), logs, and Base Hospital Forms for a minimum of seven (7) years. If such records are for a minor, they shall be retained for a minimum of seven (7) years, or one (1) year past the age of majority, whichever is greater.

3) Hospital shall retain all records related to suspected or pending litigation until completion and resolution of all issues arising therefrom.

G. Communication between Base Hospital and Receiving Hospital:

1) Hospital shall communicate all appropriate ALS patient management information to the receiving hospital to which a patient is directed as result of a radio or telephone communications response. Such notification shall be by telephone or ReddiNet and conveyed by a physician or MICN familiar with the treatment given, as soon as the patient destination is determined, or as soon as is practically possible.

2) Hospital shall assist newly approved SFTP paramedic providers to utilize SFTPs in determining

patient destination and in notifying the receiving hospital, for up to two (2) years after SFTP implementation or until such time paramedic providers are capable of so notifying the receiving hospital, whichever is less.

H. Reimbursement for ALS Direction:

Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions or other payments from municipalities, paramedic provider agencies, or receiving hospitals to defray costs associated with providing ALS services, including supply and resupply of ALS units. Except as expressly noted, nothing herein, however, requires reimbursement or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray such Hospital costs.

I. Base Hospital Assignment of ALS units:

Except as otherwise may be noted herein, the number of ALS units assigned to Hospital on a primary basis shall be based upon the number of base hospital contacts handled by each base hospital within a geographic area; the receiving hospital for the majority of patients handled by the ALS Units being assigned; whether a Base Hospital within the

geographic area can reasonably accept an/any additional unit/s; whether the ALS Unit being assigned is primarily a 9-1-1 response unit or private interfacility transport unit; and the provider agency's desire to affiliate with a particular base hospital. Subject to Paragraph 6, DUE PROCESS, herein below, nothing herein, however, shall be deemed to restrict Director and County's Board of Supervisors in the exercise of their authority under applicable laws and regulations to designate additional base hospitals within the geographic area served by Hospital hereunder.

J. Continuing Education (CE) Provider Program:

1) Hospital shall establish and maintain an EMS continuing education provider program in accordance with policies established in the Prehospital Care Policy Manual and CE Manual by Director. County requirements for such programs shall be a minimum of twelve (12) hours of education per year, of which a minimum of six (6) hours per year are field care audits. A base hospital may require additional field care audits to maintain MICN sponsorship.

2) Hospital shall facilitate scheduling

structured field observation for MICN certification.

3) In addition, Hospital shall provide special and mandatory training programs deemed necessary in writing by Director. A minimum of three (3) mandatory classes shall be offered.

4) Hospital shall provide supervised clinical experience for paramedic interns in accordance with State and Agency policies and procedures, upon request of a Los Angeles County approved training school that has a signed Clinical Agreement with Hospital.

5) Hospital shall coordinate a prehospital orientation program for new base hospital physician and nursing staff to the prehospital program.

6) Hospital shall facilitate the education of new MICNs by providing instructor(s) to lecture, perform radio simulations, or assist as needed at any County-sponsored MICN Development Course to which Hospital sends MICN candidates.

7) To the extent Hospital is required to provide mandatory formal education programs over and above those set forth in subparagraphs (1) and (2) immediately above, Hospital may seek reimbursement,

contributions, or other payment to defray its costs from municipalities, paramedic provider agencies, or receiving hospitals. However, nothing herein shall be deemed to require any such reimbursement, contribution, or payment.

K. Hospital Minutes/Attendance Rosters: Hospital shall routinely record minutes of all base hospital meetings, and maintain attendance records of all such meetings, and continuing education classes. Hospital shall forward copies of base hospital meeting minutes to the Agency's Prehospital Care Program Office on a regular basis, but no less than quarterly. Hospital shall forward the following to Agency:

- 1) Copies of base hospital meeting minutes to the Prehospital Care Program Office.

- 2) Monthly continuing education schedules to the Office of Program Approvals prior to scheduled date of course.

- 3) Yearly summaries of EMS CE classes including the date, course title, instructor or non-instructor based, and number of EMS continuing education hours to the Office of Program Approvals by January 31 of the

following year.

4) Course rosters for Los Angeles County mandated training programs to the Office of Prehospital Certification no later than fifteen (15) calendar days after the class concludes, but not to exceed established deadline of course.

L. Base Hospital Medical Director: Hospital shall designate an emergency physician to direct and coordinate the medical aspects of field care and related activities of medical and emergency medical services personnel assigned to Hospital (including without limitation, the quality improvement program for the services provided herewithin), and to ensure compliance with policies, procedures, and protocols established by the Agency. This physician, who shall have the title of "Base Hospital Medical Director", shall:

- 1) Be board certified in emergency medicine:
- 2) Be engaged at Hospital in the field of emergency medicine as a full-time emergency physician, as defined by spending an average of at least ninety-six (96) hours per month in the practice of emergency medicine, and have experience and knowledge

of base hospital radio operations and local EMS Agency policies and procedures. The number of prescribed hours may include administrative and or educational hours spent in meeting Base Hospital Medical Director responsibilities.

3) Comply with the provisions set forth in the Prehospital Care Policy Manual.

4) Satisfactorily complete orientation to Hospital's prehospital care program.

5) Attend a mandatory EMS orientation course as provided for by the Agency within six (6) months of assuming base hospital medical director responsibilities.

6) Reimbursement for Medical Director: Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital's costs associated with providing ALS services, including the base hospital medical director's salary. However, nothing in this Agreement shall be deemed to require any such reimbursement, contribution, or other

payment.

M. Base Hospital Physicians: Hospital shall have at least one (1) full-time emergency department physician on duty at all times. Such emergency department physician shall be responsible for prehospital management of patient care and patient destination. If a paramedic run is not handled directly by the base hospital physician, such physician shall be immediately available for consultation by an MICN directing a paramedic run. All of Hospital's emergency department physicians participating in Hospital's activities as a base hospital shall:

- 1) Satisfactorily complete Hospital's base hospital orientation program. Such a program shall include: base hospital protocols, base hospital treatment guidelines, base hospital radio operations, and prehospital medicine approved by the Medical Director of Agency, within thirty (30) days of assuming base physician responsibilities.

- 2) Be board certified in emergency medicine or have satisfied the requirements to take the emergency medical board examination, or have completed the Advanced Cardiac Life Support provider training

program within a reasonable time, not to exceed ninety (90) calendar days from the date of assignment to Hospital.

3) Comply with policies and procedures of the local EMS Agency.

4) Be under the direction of the base hospital medical director.

N. MICNs: Hospital shall have at least one (1) MICN on duty at all times. MICNs shall:

1) Be currently certified as an MICN in Los Angeles County.

2) Be currently certified as an Advanced Cardiac Life Support provider or instructor.

3) Comply with policies and procedures of the local EMS Agency.

4) Be under the direction of the base hospital physician on duty.

5) Be employed by one of the following agencies approved to employ and utilize MICNs in Los Angeles County:

a) Base Hospital

b) EMS Agency

c) Paramedic training program

d) Paramedic provider agency

O. Prehospital Care Coordinator ("PCC"): Hospital shall designate an MICN with experience and knowledge of base hospital radio operations and local EMS Agency policies and regulations to serve as the Hospital's PCC and as a liaison to the local EMS Agency, paramedic provider agencies, and the local receiving facilities. Under the direction of, and in conjunction with the Hospital's base hospital medical director, the PCC shall assist in directing and coordinating the medical aspects of field care and related activities of medical and emergency medical services personnel assigned to Hospital and shall ensure compliance with policies, procedures, and protocols established by the Agency. The PCC shall:

1) Be currently certified as an MICN in Los Angeles County.

2) Have experience in, and knowledge of, base hospital radio operations and Agency policies, procedures, and protocols.

3) Be sufficiently available during normal County business hours to meet the responsibilities set

forth in this subparagraph.

4) Comply with the provisions set forth in the Prehospital Care Policy Manual.

5) Attend a mandatory EMS orientation course as provided for by the Agency within six (6) months of assuming base hospital PCC responsibilities.

6) Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital's costs associated with providing ALS services, including the PCC's salary. Nothing, however, in this Agreement shall be deemed to require any such reimbursement, contributions, or other payments.

P. Agency Notification of Hiring/Termination of MICNs: Hospital shall notify the Agency's Office of Prehospital Certification within fifteen (15) working days of the hiring or termination of any MICN as well as failure of the MICN to meet established guidelines set by the Agency in maintaining current certification.

Failure of an MICN to meet current certification requirements established by the Agency and Agency mandated

courses shall result in immediate suspension of their MICN certification.

Q. Quality Improvement (QI): Hospital shall have a current prehospital care QI plan approved by the Agency and ensure participation in the Agency's systemwide QI program by designating a representative for the meetings.

Hospital shall have a process developed, with input from the base hospital medical director, base hospital physician, the PCC, MICNs, paramedics, and Hospital administration to:

- 1) Identify important aspects of prehospital care issues.
- 2) Identify indicators for those important aspects.
- 3) Evaluate the prehospital care and service, including trends, to identify opportunities for improvement.
- 4) Take action to improve care and service, or to solve problems, and evaluate the effectiveness of those actions.

R. Paramedic Communications System (PCS):

- 1) Provide the specific PCS base hospital

communications equipment listed in "Exhibit B", attached hereto and incorporated herein by reference, meeting the operational requirements and standards as determined by the County through the Director of the ISD. Any changes in required communications equipment shall be mutually agreed upon between the parties. These changes shall be made in consultation with the Agency's PCS manager.

2) Acquire and maintain in effect throughout the term of this Agreement FCC licenses for such communications equipment in accordance with California Public Safety Radio Association ("CPSRA") procedures.

3) Operate, maintain, and repair Hospital-owned PCS equipment in accordance with standards promulgated hereunder.

4) Obtain leased lines to current or new remote control stations or to a closer termination point on new or current stations or lines jointly determined by Hospital, Director, and ISD, if Hospital is afforded capability of remote control radio stations located at a County site or other remotely located site. If the remote radio stations are located at a non-County site

and are owned by Hospital, then Hospital shall also pay for all costs associated with the maintenance and repair of such stations, and for all costs of the A.C. power required for operating the equipment.

5) Comply with the operating and maintenance standards for communications equipment as set forth in "Exhibit C", attached hereto and incorporated herein by reference. Hospital further agrees to operate its PCS equipment in accordance with the transmitter power output and antenna specifications as shown in "Exhibit B".

6) Comply with channel assignments made by Agency for communication with paramedics.

7) Provide training of Hospital personnel assigned to Hospital's PCS operation on the use of communications equipment listed in "Exhibit B".

8) Comply with Paramedic System Trouble Control Procedures established by the EMS Agency PCS manager listed in "Exhibit D".

9) Have the capability of emergency maintenance and repair of PCS equipment, as well as periodic preventive maintenance, either by its own personnel or

through a communications service company which has a service contract with Hospital and which has a demonstrated capability of providing the required services.

10) Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital's costs associated with providing ALS services.

However, nothing in this Agreement shall be deemed to require any such reimbursement, contributions, or payment.

S. Quality Improvement Program: Hospital agrees to participate in the local EMS Agency's Quality Improvement Program.

6. DUE PROCESS:

A. Notice of Proposed Adverse Action: In all cases in which DHS has the authority to, and pursuant to this authority, has taken any of the actions constituting grounds for hearing as set forth in Paragraph 6.B. herein below, Hospital shall promptly be given written notice of the specific charges and factual basis upon which the DHS

action is based. With the exception of summary suspensions, summary suspensions with intent to terminate Agreement, or interim system re-configuration, Hospital shall be afforded its due process right to a hearing before implementation of any of the actions which constitute grounds for a hearing. Hospital shall have thirty (30) calendar days following the receipt of such notice within which to file with Director a written request for hearing before the EMSC.

B. Grounds for Hearing: Any one or more of the following actions constitute grounds for a hearing:

REMEDIAL HEARING:

- 1) Summary Suspension
- 2) Summary Suspension with intent to terminate
- 3) Suspension
- 4) Suspension with intent to terminate
- 5) Termination for cause

OTHER:

6) Substantial operational changes in the ALS program (interim system re-configuration and system re-configuration).

- 7) Restructuring, including deletions,

additions, or substitution of base hospitals in the system.

8) Agency requests to modify existing forms, logs, and documentation or Agency's request for additional data as specified in subparagraph 5.C.1)d) hereinabove.

C. Summary Suspension or Summary Suspension with Intent to Terminate: In the case of summary suspensions or summary suspensions with intent to terminate, Hospital, at its election, shall have the right to request Director in writing to reconsider the summary suspension action. Director shall act on this request for reconsideration within ten (10) calendar days after the receipt of the reconsideration request. Hospital shall be given an opportunity to meet with Director. The meeting shall not be a full hearing but is intended to identify the alleged basis for the summary action.

D. Within ten (10) calendar days following the meeting with Director, Director shall issue to Hospital a written recommendation regarding the summary suspension. This recommendation may be that the suspension be continued for a particular time or upon particular conditions, that

the summary suspension be terminated, that Hospital's contract be terminated, that other conditions be imposed on Hospital, or such other action as may seem warranted. If Director recommends any action other than immediate return of Hospital to full base hospital status, Hospital may request a hearing on the summary suspension before the EMSC, as provided in this Paragraph. Such request shall be in writing and addressed to Director. Any such request shall be delivered within five (5) calendar days of Director's delivery to Hospital of their written decisions.

E. Time and Place of Hearing: Director shall, within fifteen (15) calendar days of receipt of a Hospital request for hearing as set forth above, apply to the EMSC for such hearing. Director shall give notice to Hospital of the time, place, and date of the hearing in accordance with EMSC rules and procedures. The date of commencement of the hearing shall be not less than thirty (30) calendar days, nor more than ninety (90) calendar days from the receipt of the request for hearing, subject to the convenience and approval, however, of the EMSC. However, if the request is received from Hospital when under a summary suspension then in effect, Director shall attempt

to arrange a hearing before the EMSC as soon as possible. In situations involving a summary suspension, Director shall use his/her best efforts to schedule a hearing within forty-five (45) calendar days of receipt of a request for hearing.

F. Notice of Charges: As part of, or together with the notice of hearing, Director shall state in writing, in concise language, the acts or omissions with which Hospital is charged or reasons for substantial operational change or restructuring. If either party, by written notice, requests a list of individuals who will appear on behalf of the other, then each party within ten (10) calendar days of such request shall furnish to the other a list, in writing, of the names and addresses of the individuals, so far as is then reasonably known, who will give testimony or evidence in support of that party at the hearing.

G. Hearing Procedure: At the hearing, subject to the rules of the EMSC, both sides shall have the following rights: to call and examine witnesses, to introduce exhibits, and to rebut any evidence. The EMSC may question witnesses.

H. Memorandum of Points and Authorities: Subject to

the rules of EMSC, each party shall have the right to submit to the EMSC a memorandum of points and authorities.

I. Basis of Decision: Subject to the rules of the EMSC, the EMSC decision on a hearing under this Agreement shall be based upon the evidence produced at the hearing.

The evidence may consist of the following:

- 1) Oral testimony of the parties' representatives;
- 2) Documentary evidence introduced at the hearing;
- 3) Briefs or memoranda of points and authorities presented in connection with the hearing;
- 4) Policies and procedures of the Department;
- and
- 5) All officially noticed matters.

J. Record of Hearing: The parties understand that the EMSC maintains a record of hearings by one or more of the following methods: a shorthand reporter, an audio or disc recording, or by its clerk's minutes of the proceedings. If a shorthand reporter is specifically requested in writing by Hospital or by Director, the costs of same shall be borne by such party. The parties

understand that the EMSC may, but shall not be required to, order that oral evidence shall be taken only by oath or affirmation administered by any person designated by such body and entitled to notarize documents in the State of California.

K. Decision of the EMSC: The decision of the EMSC shall be effective and binding on the parties to the extent permitted and prescribed in County Code Section 3.20.070 B.

7. RESPONSIBILITY FOR INDIGENT PATIENTS: Nothing contained in this Agreement is intended nor shall it be construed to affect either party's existing rights, obligations, and responsibilities with respect to care required by or provided to indigent patients.

8. STATUS OF HOSPITAL: The parties hereto agree that Hospital, its officers, agents, and employees, including its professional and non-professional personnel, shall act in an independent capacity and not as officers, agents, or employees of County and shall not have the benefit of County employees. Except as may otherwise expressly be provided hereunder, Hospital shall employ all personnel (excluding physicians), assure physicians availability, provide supplies, equipment, equipment space, furniture, insurance, utilities, and telephones

necessary for performance of Hospital's responsibilities as set forth in this Agreement. This Paragraph shall not preclude or limit Hospital from seeking reimbursement, contributions, tuition, or other payment from public or private paramedic provider agencies for services provided by Hospital. However, this Paragraph shall not be interpreted to mean that any such reimbursement, contributions, or payment is required or mandated.

9. INDEMNIFICATION:

A. Hospital agrees to indemnify, defend, and hold harmless County, County Special Districts, and the elected or appointed officers, employees, and agents of County and its Special Districts from and against any and all liability, professional liability, and errors and omissions, and/or expense, including, but not limited to, defense costs and legal fees, arising from or connected with any claims for damages or Workers' Compensation benefits resulting from Hospital's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of Hospital's property or any property in the

care, custody, or control of Hospital.

B. County agrees to indemnify, defend, and hold harmless Hospital, and its agents and employees from and against any and all liability, errors and omissions, and/or expense, including, but not limited to, defense costs and legal fees, arising from or connected with any claims for damages or Workers' Compensation benefits resulting from County's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of County's property or any property in the care, custody, or control of County.

10. INSURANCE: Without limiting Hospital's indemnification of County, during the term of this Agreement Hospital shall provide and maintain at its own expense the following programs of insurance covering its operations hereunder. Such programs and evidence of insurance shall be satisfactory to County's Risk Manager and shall be primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth

Floor-East, Los Angeles, California 90012, Attention: Contract Administrator, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) calendar days in advance of any modification to insurance terms or termination of any program of insurance:

A. Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1) General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises-operations, contractual, independent contractor, products/completed operations, broad form property damage, and personal and advertising injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

a) If written with an annual aggregate limit, the policy limit shall be no less than Three Million Dollars (\$3,000,000).

b) If written on a claims made form, the Hospital shall continue to name the County of Los Angeles as an additional insured for two (2) years following the termination or cancellation of this Agreement or shall provide an extended two (2)- year reporting period commencing upon termination or cancellation of this Agreement.

2) Comprehensive auto liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of at least Three Hundred Thousand Dollars (\$300,000) per occurrence.

3) Professional liability insurance for medical malpractice or errors and omissions insurance covering liability arising from any error, omission, or negligent act of the Hospital, its officers, agents, or employees with a limit of liability of at least One Million Dollars (\$1,000,000) per claim.

4) If written on a claims made form, Hospital shall continue to name County as an additional insured for two (2) years following the termination or cancellation of this Agreement or shall provide an extended two (2) years reporting period commencing

upon termination or cancellation of this Agreement.

B. Workers' Compensation: A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employers liability with a One Million Dollar (\$1,000,000) limit, covering all persons providing services on behalf of Hospital and all risks to such persons under this Agreement.

C. Failure on the part of Hospital to procure or maintain required insurance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

11. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving at least ten (10) calendar days prior

written notice thereof to the parties.

To County: 1) Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Dr., Suite 220
Commerce, California 90022

Attention: Director

2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, California 90012

Attention: Division Chief

3) Internal Services Department
1110 N. Eastern Ave.
Los Angeles, California 90063

Attention: Director

To Hospital: 1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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/

Director of Health Services and Hospital have caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By: _____
Signature

Printed Name

Title

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Cara O'Neill, Chief
Contracts and Grants Division

PARAMEDIC BASE HOSPITAL AGREEMENT

ADDITIONAL PROVISIONS

1. ADMINISTRATION AND MONITORING:

- A. Director or his authorized designee shall have the authority to administer this Agreement on behalf of County.
- B. Hospital extends to Director the right to review and monitor Hospital's programs and procedures pertinent to this Agreement and to inspect its facilities and records for contractual compliance with State and local EMS Agency policies and regulations.

Inspections by County staff shall be conducted during County's normal business hours and only after giving Hospital at least three (3) working days prior written notice thereof. In computing the three working days, a Saturday, Sunday, or legal holiday shall not be included. Entry and exit conferences shall be held with Hospital's Administrator or their designee. Said notice need not be given where Director determines that the health and welfare of patients may be jeopardized by waiting the three day period. Nothing herein shall preclude County staff authorized by Director from making unannounced visits to determine compliance with

ADDITIONAL PROVISIONS

criteria contained in Exhibits "A" through "J",
attached hereto and incorporated herein by reference.

2. CONTRACT COMPLIANCE: Should Hospital, as determined by Director, fail to comply with any provision set forth hereunder as a Hospital responsibility or obligation, Director may do any or all of the following in addition to other rights which Director or County may have hereunder or at law:
 - A. Send Hospital a written warning itemizing the area(s) of concern and request or specify a plan for remedial action.
 - B. Send Hospital a written itemized listing of the area(s) of concern and permit Hospital to voluntarily request temporary suspension of Hospital for a period of sixty (60) calendar days or less to allow for remedial action to be taken.
 - C. Send Hospital a written itemized listing of the area(s) of concern and find Hospital out of compliance with this Agreement, or summarily suspend, or summarily suspend Agreement with intent to terminate Agreement. Summary suspension will not occur unless Director believes Hospital may be engaging in a continuing course of conduct which poses an imminent danger to

ADDITIONAL PROVISIONS

life or health of public receiving or requesting medical services from it. Any such action by County shall be subject to the review procedures for summary suspensions in "due process" procedures established in Paragraph 6 of the body of the Agreement.

3. LICENSES: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits, certifications, accreditations, or other authorizations required by law for operation at its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, state, and Federal statutes, ordinances, and regulations.
4. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third party payers.

ADDITIONAL PROVISIONS

5. RECORDS AND AUDITS:

A. Records of Services Rendered: Hospital shall maintain books and records of services rendered to all patients including a discharge summary on each patient and record of services provided in sufficient detail to permit the evaluation of performance pursuant to the standards, also established in Paragraph 4, and in applicable performance requirements specifically set forth in other provisions of this Agreement. All patient records must comply with general acute care hospital licensure requirements and JC standards applicable to books and records of services rendered. Such books and records shall be retained by Hospital for a minimum period of seven (7) years following the discharge of a patient. Patient records for minors shall be retained either for seven (7) years following the discharge of the patient or until the minor's 19th birthday, whichever is later. During such seven (7) year period, all such records, as well as other records and reports maintained by Hospital pertaining to this Agreement, shall be retained by Hospital at a location in Los Angeles County, and shall be available during Hospital's normal business hours to duly authorized

ADDITIONAL PROVISIONS

representatives of Director upon request for review and copying.

In the event County staff desires to conduct any review of Hospital's records authorized under this Paragraph, Hospital shall be given written notice at least ten (10) days in advance of any such review. Said notice need not be given in cases where Director determines that the health and welfare of patients would be jeopardized by waiting ten (10) days.

Hospital's Director of Utilization Review and its Director of Medical Records shall be permitted to participate in the review and Hospital shall fully cooperate with County's representatives. Hospital shall allow County's representatives access to all medical records and reports, and other records pertaining to this Agreement, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospitals at County's customary rate for record copying services. Such inspection rights shall not extend to the proceedings or records of Hospital's organized committees or its medical staff, having as their responsibility the evaluation and improvement of

ADDITIONAL PROVISIONS

the quality of care rendered in the hospital, which are protected by Evidence Code, Section 1157. An exit conference shall be held following the performance of such review activities at which time the results of the review shall be discussed with Hospital representatives prior to the generation of any final written report or action by Director based on such audit or review. The exit conference shall be held on site prior to the departure of the reviewers and Hospital representatives shall be provided with an oral or written list of preliminary findings at the exit conference.

- B. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 U.S.C. Section 1395x (v) (1) (I)] is applicable, Hospital agrees that for a period of four years following the furnishing of services to a patient by Hospital, Hospital shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or to the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Hospitals which are necessary to verify the nature and extent of the cost

ADDITIONAL PROVISIONS

of such services. Furthermore, if Hospital carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) - month period with a related organization (as that term is defined under Federal law), Hospital agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

6. COUNTY'S QUALITY ASSURANCE PLAN: County or its Agents will evaluate Hospital's performance under this Agreement at least every three (3) years. Such evaluation will include assessing Hospital's compliance with all contract terms and performance standards. Hospital deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Hospital. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.
7. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:

ADDITIONAL PROVISIONS

Hospital recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event.

Notwithstanding any other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

8. INDEPENDENT HOSPITAL STATUS: This Agreement is by and between the County of Los Angeles and Hospital and it is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Hospital.

Hospital understands and agrees that all Hospital employees furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Hospital and not of County.

Hospital shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits, if

ADDITIONAL PROVISIONS

applicable, to any person for injuries arising from, or connected with, services performed on behalf of Hospital pursuant to this Agreement.

9. NONDISCRIMINATION IN SERVICES: Hospital shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and Federal law.
10. NONDISCRIMINATION IN EMPLOYMENT: Hospital's employment practices and policies shall also meet all applicable State and Federal nondiscrimination requirements.
11. FAIR LABOR STANDARDS ACT: Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Hospital's employees for which County may be found jointly or solely liable.
12. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants that

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it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Hospital shall retain such documentation for all covered employees for the period prescribed by law. Hospital shall indemnify, defend, and hold harmless, the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

13. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Hospital shall use reasonable efforts to ensure that no employee or physician will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.
14. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified

ADDITIONAL PROVISIONS

former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given consideration of employment as Hospital vacancies occur after the implementation and throughout the term of this Agreement; subject to the following: (i) Hospital's collective bargaining agreement(s); (ii) Hospital's personnel policies and procedures; (iii) Hospital's own employees targeted for layoffs or who have been laid off; and (iv) the most qualified applicant.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

15. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW")

PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs, who meet Hospital's minimum qualification

ADDITIONAL PROVISIONS

for the open position. For this purpose, consideration shall mean that Hospital will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Hospital. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

16. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determination with respect to the Hospital's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by the Hospital.

Hospital shall immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report shall be made either to

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the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

17. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Hospital's services under this Agreement, Hospital shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, United States Code, Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.
18. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Hospital or any County lobbyist or County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which

ADDITIONAL PROVISIONS

County may immediately terminate or suspend this Agreement.

19. UNLAWFUL SOLICITATION: Hospital shall inform all of its employees of the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provision by its employees. Hospital agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.
20. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him or her to influence the award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein, shall participate in the negotiation of this Agreement, or have a direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of

ADDITIONAL PROVISIONS

Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Assignment of Delegation to Subcontractor: Hospital shall not assign its rights or delegate its duties under this Agreement by subcontract, or both, whether in whole or in part, without the prior written consent of County where such assignment or delegation materially changes the operation of the paramedic base hospital in performing services under this Agreement. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequences of any such County consent,

ADDITIONAL PROVISIONS

shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

- B. Shareholders or partners, or both, of Hospital may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written notice thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This

ADDITIONAL PROVISIONS

in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

22. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulation relating to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.
23. CONFLICT OF TERMS: To the extent that any conflict exists between the language of the body of this Agreement and of the language of the exhibits attached hereto, the former shall govern and prevail.
24. MERGER PROVISION: The body of this Agreement, together with the exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their

ADDITIONAL PROVISIONS

officers, agents, or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

25. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the terms of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code (Section 1088.55), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices

ADDITIONAL PROVISIONS

of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

26. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Hospital to maintain compliance with the requirements set forth in the HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such defaults within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Hospital, pursuant to County Code Chapter 2.202.

27. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or

ADDITIONAL PROVISIONS

in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Hospital or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Hospital or its staff members from such participation in a Federally funded health care program.

Failure by Hospital to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

28. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: Hospital shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

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accordance with the requirements set forth in Internal Revenue Service Notice 1015.

29. HOSPITAL RESPONSIBILITY AND DEBARMENT:

- A. A responsible Hospital is a Hospital who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Hospitals.
- B. Hospital is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.
- C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any terms of this Agreement

ADDITIONAL PROVISIONS

or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

- D. If there is evidence that Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Hospital Hearing Board.
- E. The Hospital Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Hospital or Hospital's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Hospital Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Hospital should be

ADDITIONAL PROVISIONS

debarred, and, if so, the appropriate length of time of the debarment. If Hospital fails to avail itself of the opportunity to submit evidence to the Hospital Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendations of the Hospital Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hospital Hearing Board.

G. These terms shall also apply to any subcontractors of Hospital, or principal owner of Hospital, as defined in Chapter 2.202 of the County Code.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Hospital hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Hospital

ADDITIONAL PROVISIONS

certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contacts. Further, by executing this Agreement, Hospital certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Hospital shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Hospital to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

31. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
32. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND

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ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Hospital understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will

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independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

HOSPITAL AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

33. COMPLIANCE WITH APPLICABLE LAWS: Hospital shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Hospital shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Hospital or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

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34. COMPLIANCE WITH CIVIL RIGHTS LAWS: Hospital hereby assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
35. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
36. SUBCONTRACTING:
- A. The overall provisions of base hospital services may not be subcontracted by the Hospital without the advance approval of the County. Any attempt by

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Hospital to subcontract without prior consent of the County may be deemed a material breach of this Agreement.

- B. If Hospital desires to subcontract, Hospital shall provide the following information promptly at the County's request:
 - (1) A description of the work to be performed by the subcontractor.
 - (2) A draft copy of the proposed subcontract; and
 - (3) Other pertinent information and/or certifications requested by the County.
- C. Hospital shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Hospital employees.
- D. Hospital shall remain fully responsible for all performances required of it under this Agreement, including those that Hospital has determined to subcontract, notwithstanding the County's approval of Hospital's proposed subcontract.
- E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees,

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providing services under this Agreement. Hospital is responsible to notify its subcontractor of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. Hospital shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. Hospital shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Hospital shall ensure delivery of all such document to: County of Los Angeles, Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, before any subcontractor employee may perform any work hereunder.

37. TERMINATION FOR MATERIAL BREACH AND/OR ANTICIPATORY BREACH:

A. The County may, by written notice to Hospital,

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terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

- (1) Hospital has materially breached this Agreement;
- (2) Hospital expressly repudiates this Agreement by an unequivocal refusal to perform; or
- (3) In the event the County intends to terminate this Agreement in accordance with Paragraph 37, it shall give thirty (30) days written notice to the Hospital that it is in material breach and/or anticipatory breach of this Agreement. In this notice of intended termination, the Director shall set forth the facts underlying its claim that the Hospital is in material breach and/or anticipatory breach. Remedy of the breach or convincing progress towards a cure within twenty (20) days (or such longer period as the County may authorize in writing) of receipt of said notice shall revive the Agreement in effect for the remaining term.

- B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 37A above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Hospital

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shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this subparagraph. The parties agree that this particular damage provision (i.e., that the Hospital shall be liable to the County for all excess costs incurred by the County) shall be limited to a time period of twelve months or the remaining period of this Agreement upon breach, whichever is less.

- C. Except with respect to material breach of any subcontractor, Hospital shall not be liable for any such excess costs of the type identified in the subparagraph above if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe

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weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Hospital and subcontractor, and without the fault or negligence of either of them, Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule. As used in this Subparagraph 37C, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- D. If, after the County has given notice of material breach and/or anticipatory breach under the provisions of this Sub-paragraph 37C, it is determined by the County that Hospital was not in material breach and/or anticipatory breach under the provisions of this Sub-paragraph 37C, or that the material breach and/or anticipatory breach was excusable under the provisions of Sub-paragraph 37C, the rights and obligations of the parties shall be the same as if the notice of

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termination had been issued pursuant to Sub-paragraph 37A.

E. The rights and remedies of the County provided in this Sub-paragraph 37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

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Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in English as Attachment "1" and in Spanish as Attachment "2" of the Additional Provisions Exhibit of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

40. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Hospital understands that it is the County's policy to encourage all County Hospitals to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used.
41. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under

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this Agreement.

42. HOSPITAL'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto as Exhibit L, is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

Don't Abandon Your Baby.

No shame.

No blame.

No names.

You have a better choice:

**Bring your newborn to any Los Angeles
County hospital emergency room or fire station.**

1-877-BABY SAFE

1-877-222-9723



Every child deserves a chance for a healthy life. For three days after you give birth, you can give up your baby at any Los Angeles County hospital emergency room or fire station. No shame. No blame. No names.

www.babysafela.org

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

No abandone a su recién nacido.

Sin pena.

Sin culpa.

Sin peligro.

Usted tiene una mejor opción:

Lleve a su recién nacido a cualquier sala de emergencias de un hospital o a un cuartel de bomberos del Condado de Los Angeles.

1-877-BABY SAFE

1-877-222-9723



Cada niño merece una oportunidad de tener una vida saludable. Durante tres días a partir del nacimiento, puede entregar a su bebé en cualquier sala de emergencias de un hospital o en un cuartel de bomberos del Condado de Los Angeles. Sin pena. Sin culpa. Sin peligro.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COMMUNICATIONS MANAGEMENT COMMITTEE (Ad Hoc)

1. PURPOSE: The Communications Management Committee ("CMC") is organized to provide technical and administrative assistance in the design, maintenance, and operation of the PCS to the PCS Manager.
2. ORGANIZATION: The CMC shall be composed of the following representatives or their designees:
 - A. PCS Manager, appointed by the Director of the Department of Health Services;
 - B. Chief Deputy Director, Internal Services Department;
 - C. Executive Director, Hospital Association of Southern California;
 - D. Consultant, nominated by the EMSC;
 - E. Representative, nominated by the Los Angeles County Ambulance Association;
 - F. Representative, nominated by the Los Angeles County Chapter of the Southern California Fire Chiefs Association.
 - G. Representative, nominated by the Base Hospital Advisory Committee.

Failure of the listed non-County agencies to appoint representatives to the CMC shall not invalidate the

formation of the CMC. Alternative arrangements which fulfill the purposes of this committee may also be utilized with the approval of the local EMS Agency.

3. RESPONSIBILITIES:

- A. Assess current operations of PCS;
- B. Identify current and on-going problems;
- C. Develop solutions and schedules for resolving problems;
- D. Report status to participants of PCS on a regular basis; and
- E. Bring major problems to the attention of the directors of the local EMS Agency and the Internal Services Department.

4. MEETINGS: The CMC shall meet on an "as needed" basis as determined by the PCS Manager.

BASE HOSPITAL COMMUNICATIONS EQUIPMENT

The following list describes the minimum equipment requirements involved in the Hospital's portion of the Emergency Medical Services Communications System (EMSCS).

1. MED 1-8 RADIO STATIONS

A. Radio Equipment

(1) 2 each - Transceiver, 4-channel,
transmitter output adjustable between 20-45 watts,
with CTCSS and "AND" squelch

(2) 2 - Duplexer

(3) 2 each - Antenna, Omni-directional,
vertically polarized, typically 5.0 dB gain

(4) 2 each - Hardware Kit, Antenna Mounting

(5) 2 each - Coaxial cable, (5/8 hardline type)
low-loss at UHF, including connectors, etc. (maximum
length - approx. 100 ft.)

B. Radio Transmitter Power - Power output of each
MED 1-8 transmitter shall be adjusted for 20 watts to
appear at the base of the antenna.

Base hospital agrees to upgrade EMSCS equipment as described in
Radio Specifications 1927 and 1928 as revised by County of Los

Angeles Internal Services, to meet the State Emergency Medical Services Authority EMSA. Future FCC mandates to operate on Digital Modes and Narrow Band Frequency standards, when adopted by public safety Radio Communications organizations, such as APCO, must be kept in mind if replacing the State Emergency Medical Services Authority's EMSA Narrow Band Frequency Standard when adopted.

2. MED 9 RADIO STATION

A. Radio Equipment

(1) 1 each - Transceiver, Single-Channel, transmitter output adjustable between 20-45 watts, with CTCSS and "AND" squelch.

(2) 1 each - Duplexer

(3) 1 each - Coaxial cables (5/8 hardline type) low-loss at UHF, including connectors, etc. (maximum length - approx. 100 ft.)

(4) 1 each Antenna, Omni-directional, vertically polarized, typically 5.0 dB gain.

(5) 1 lot Hardware Kit, Antenna Mounting.

B. Radio Transmitter Power

Power output of the MED 9 transmitter shall be

adjusted for 20 watts to appear at base of antenna.

Base hospital agrees to upgrade Paramedic Communication System (PCS) equipment as described in Radio Specifications 1927 and 1928 to meet the State Emergency Medical Services Authority's EMSA Narrow Band Frequency Standard when adopted.

COMMUNICATIONS EQUIPMENT MAINTENANCE STANDARDS

I. Radio station room, antenna structure and control lines

A. Radio Station Room

(1) Radio equipment shelter (with sufficient space to install three (3) radio stations). Not required if the Hospital has suitable existing facility to house radio station equipment on roof or top floor of Hospital's tallest building.

(2) One (1) each Power Distribution Panel (wired to hospital's emergency A.C. power as well as commercial power)

(3) Five (5) each A.C. Power Outlets near radio stations and connected to Item No. 2 above

One (1) lot - Hardware Kit, Antenna Mounting

B. Antenna Structure

(1) One (1) each Tower, antenna, up to sixty (60) ft. or other structure suitable for antenna mounting (installed near radio station room)

C. Radio Control Lines

At least four (4) sets of 4 wire circuits (one (1) set per transceiver and one (1) spare set must be installed by

hospital from terminal block(s) in the radio station room termination points close to the control consoles.

D. Control Consoles and Paramedic Telephones

(1) Location in the Emergency Department

(2) Console Equipment

a. One (1) each - Hospital Coordination Console (HCC) per Specification No. 1928, or other suitable tone/remote control console with DTMF decoder

A. Two (2) each - Medical Communications

Console per Revised. Specification No. 1927

Above item can be a single equipment instead of two (2), if provision is made for control of both MED 1-8 transceivers from the single console. Provision must also be made for connection of both paramedic emergency telephones to the single console. The Console must provide means to log all traffic via radio channels and telephone calls to the console. The recording medium must be of archival quality. It is recommended that, unless space considerations for the consoles are the Hospital's primary concern, two MCTC's be installed.

E. Power Outlets

At least eight (8) A.C. power outlets shall be provided. Outlets must be connected to Hospital's

emergency power system as well as commercial power.

F. Paramedic Emergency Telephones

Two (2) telephones with telephone lines shall be dedicated for paramedic/hospital communications.

G. Maintenance and Trouble Call Reporting

(1) Purpose: To provide preventive and ongoing maintenance and/or repair for PCS Equipment.

(2) Responsibilities of Hospital:

a. Provide the local EMS Agency with evidence of twenty-four (24) hours per day, seven (7) days per week maintenance and repair service for radio and system equipment.

b. Report problems to the Internal Services Department.

c. Perform or cause to be performed the following preventive maintenance:

(1) Quarterly:

Systems check to include:

- a. console functions and operation;
- b. transmit and receive test of all frequencies.

- c. Clean and service base hospital recording system.
- (2) Annually:
- a. FCC frequency and deviation test for all radios;
 - b. Visual inspection of the antenna structures;
 - c. Solicit report from assigned field provider units about any chronic communication problems to include but not be limited to field equipment, dead space, radio failure and co-channel interference, and submit a written report to the local EMS Agency about such problems.

PARAMEDIC SYSTEM TROUBLE CONTROL PROCEDURES

1. The Paramedic System

A. The paramedic system, as it exists now, consists of the following items requiring Internal Services Department (ISD) maintenance.

LAC+USC Medical Center, Harbor-UCLA Medical Center: each of the two (2) County hospitals has three (3) base stations, MED 1-4, MED 5-8, MED 9, two (2) hot line telephones for incoming paramedic calls; one (1) H.E.A.R. radio, sometimes used by paramedics.

B. The non-County hospital or its consultant is responsible for maintenance of leased lines between the hospital and the base station location or the entry to the County microwave system unless noted. ISD involvement on leased lines is to provide access to County sites and work with the TELCO concerned as necessary to resolve the problem. When the Service Provider/Consultant determines that the fault is at the County site or equipment past their control, the fault will be reported to the Dispatcher (See Exhibit D.1).

2. Maintenance Control: Maintenance control revolves on the County ISD Dispatcher, who will act as the single point of

contact between the entity requesting repair or maintenance and the maintenance personnel. After normal business hours, the Dispatcher may be reached at Emergency After Hours (213) 974-1234 or Dispatch (562) 401-9349. Maintenance itself will be accomplished by personnel of the Microwave Maintenance Division, Radio Field Services, Antelope Valley Shop, and may require the involvement of third party Maintenance Service or other disciplines within ISD. Maintenance personnel may call the person requesting the repair for clarification of information provided by the Dispatcher, or if joint effort is required, to arrange for the parties to meet or communicate.

A. Routine Procedures - County Hospitals: The following procedures are guidelines to be used for controlling and resolving trouble reports:

(1) The Dispatcher will be notified of a problem by either hospital personnel or maintenance shop personnel.

(2) The Dispatcher requires the following information:

(a) description of the problem;

(b) classification of the problem: e.g., phone

line, microwave circuit, console, logging recorder or radio;

- (c) caller's name;
- (d) caller's telephone number;
- (e) the address and room number where the problem exists; and
- (f) if the problem was reported outside normal working hours, or late in the business day, ask whether or not work may be delayed until the next normal business day. (Normal County maintenance working days are from 7:30 A.M. to 4:00 P.M., Monday through Friday.)

(3) The Dispatcher will assign a number to the trouble call.

(4) The Dispatcher will log the call and prepare a trouble ticket by entering the trouble number and will time stamp the trouble ticket.

(5) The Dispatcher will notify the appropriate maintenance personnel immediately, providing the trouble number and available details. When it cannot

be determined which shop may be responsible for non-County hospital problems, the Field Services shop will be notified. During regular working hours, trouble calls will be provided to the maintenance shop concerned. When the shop is closed or after normal working hours, appropriate maintenance personnel will be called at their homes, unless it has been determined by the calling party that work may be held in abeyance until the next regular business day.

(6) The Dispatcher will log the time and to whom the call was given on the daily log.

(7) The Dispatcher will time stamp the trouble ticket and write the name of the person who took the call in the maintenance shop.

(8) When repair has been completed, the technician will contact the person who reported the problem and ask them to test the system. If that person informs the technician that the problem has been cleared, the technician will notify the Dispatcher of that fact.

(9) When the Dispatcher is notified that the trouble has been resolved, the dispatcher will so note on the

log along with who reported the trouble resolved.

(10) The Dispatcher will then time stamp the trouble ticket.

(11) The Dispatcher will call the person reporting the trouble to confirm that the trouble has been cleared.

(12) If maintenance has determined that the problem at a County hospital is a leased line problem, this shall be reported to the Dispatcher with circuit information. The Dispatcher will take action with the appropriate TELCO.

(13) When TELCO reports the problem has been cleared, the Dispatcher will so notify the person making the trouble report.

Non-County Hospitals

The following procedures are guidelines to be used for controlling and resolving trouble reports:

(1) The Dispatcher will be notified of a problem by either a consultant or if at a hospital, hospital personnel or maintenance shop personnel, as designated by their agreement with the consultant.

(2) The ISD Dispatcher requires the following information:

- (a) description of the problem;
 - (b) classification of the problem: e.g., definitely a remote County site problem, no radio control, noisy receiver;
 - (c) caller's name;
 - (d) caller's telephone number;
 - (e) the address and room number where the problem exists; and
 - (f) if the problem was reported outside normal working hours, or if late in the business day, ask whether or not work may be delayed until the next normal business day.
- (3) The Dispatcher will assign a number to the trouble call.
- (4) The Dispatcher will log the call and prepare a trouble ticket by entering the trouble number and will time stamp the trouble ticket.
- (5) The Dispatcher will notify the appropriate maintenance personnel immediately, providing the trouble number and available details. When it cannot be determined which shop may be responsible for non-County hospital problems, the

Field Services shop will be notified. During regular working hours, trouble calls will be provided to the maintenance shop concerned. When the shop is closed or after normal working hours, appropriate maintenance personnel will be called at their homes, unless it has been determined by the calling party that work may be held in abeyance until the next regular business day. In such case, the call will be made to the shop at 7:30 A.M. on the next business day.

(6) The Dispatcher will log the time and to whom the call was given, on the daily log.

(7) The Dispatcher will time stamp the trouble ticket and write the name of the person who took the call in the maintenance shop.

(8) When repair has been completed, the technician will contact the person who reported the problem and ask them to test the system. If that person informs the technician that the problem has been cleared, the technician will notify the Dispatcher of that fact.

(9) When the Dispatcher is notified that the trouble has been resolved, the Dispatcher will so note on the log along

with who reported the trouble resolved.

(10) The Dispatcher will then time stamp the trouble ticket.

(11) The Dispatcher will call the person reporting the trouble to confirm that the trouble has been cleared.

(12) If maintenance has determined that the problem is a leased line problem, this shall be reported to the Dispatcher (with circuit information). The Dispatcher will so inform the person reporting the problem and request that the person report back.

(13) If the private agency calls back indicating that the trouble was a leased line problem, and that it has been cleared, the Dispatcher will note that on the trouble ticket, time stamp it and close it.

(14) If the private agency calls back indicating that the trouble is not a leased line problem, the Dispatcher will reopen the trouble ticket and reinitiate the maintenance procedure. See Paragraph 2 above.

Escalation Procedure

C. Dispatch Actions: In the event that the trouble has not been cleared up by 3:00 P.M., on normal business days,

the Dispatcher shall do the following:

- (1) Call the appropriate maintenance shop for a follow-up report on the trouble.
- (2) If the trouble will be carried over to the next business day, note that fact, the time and the name of the supervisor authorizing the carry over on the trouble ticket. These tickets will be placed in the carry-over slot.
- (3) If work will continue until resolution of the problem, note the name of the technician assigned on the trouble ticket. These tickets will be passed on to each succeeding shift until closed out.
- (4) If work in progress has not been resolved by 7:30 A.M. the next working day, the appropriate maintenance shop will be called requesting new completion times on these trouble calls.
- (5) After logging the time, name of shop contact and status of actions taken, call the person reporting the trouble and provide a status report.

D. Escalation:

- (1) After 24 hours have elapsed with no report of

problem resolution, the Dispatcher will call the section head of the maintenance shop involved and report that fact. This information, the section head's response and the time will be logged and entered on the trouble ticket. The person reporting the problem will be called and apprised of the status of work on their problem.

(2) After 48 hours have elapsed with no report of problem resolution, the Dispatcher will call the maintenance Division Chief concerned, requesting problem resolution. The person reporting the trouble and the Department of Health Services, EMS Division, will be called and given the status of actions taken, including the fact that the problem has escalated to the Division Chief. The DHS representative will be given the name and telephone number of the Division Chief.

(3) After 72 hours have elapsed with report of problem resolution, the Dispatcher will call the Branch Manager notifying them of the problem and the fact that 72 hours have elapsed since the problem was

first reported. This information will be logged by the Dispatcher. The person reporting the problem and the Department of Health Services, EMS Division, will be called and given the status if action taken, including the fact that the problem has been escalated to the Branch Manager. When the Division Chief or Branch Manager provides the Dispatcher with the status of the delayed repair action, the Dispatcher will note the status, who called, and the time in the log and will inform the person reporting the problem and DHS of the status of actions.

ISD TELEPHONE NUMBERS FOR MAINTENANCE SUPPORT

ISD DISPATCH (213) 974-1234 Emergency After Hours Call
(562) 401-9349

REFERENCE NUMBERS:

Radio Systems Division Manager	(323) 267-2751
Command and Control Shop	(323) 267-3404
Field Service Shop	(323) 267-2765
Antelope Valley Shop	(661) 940-6762

REMOTE BASE STATION RADIO SITES

	REMOTE POINT	ASSIGNMENT	FROM	BASE HOSPITAL	SOURCE	SUBSCRIBER	ACTIVE
1	POINT VICENTE	MED 1-4	SAN PEDRO & PENINSULA	TORRANCE MEMORIAL MEDICAL CENTER	LEASED LINE	LEASED LINE TORRANCE MEMORIAL MEDICAL CENTER	YES
2	RIO HONDO MICROWAVE	MED 1-4	SAN DIMAS SHERIFF	POMONA VALLEY HOSPITAL MEDICAL CENTER	LACO MICROWAVE	LEASED LINE POMONA VALLEY HOSPITAL MEDICAL CENTER	YES
		MED 5-8	SAN DIMAS SHERIFF	POMONA VALLEY HOSPITAL MEDICAL CENTER	LACO MICROWAVE	LEASED LINE POMONA VALLEY HOSPITAL MEDICAL CENTER	YES
		MED 9	SAN DIMAS SHERIFF	POMONA VALLEY HOSPITAL MEDICAL CENTER	LACO MICROWAVE	LEASED LINE POMONA VALLEY HOSPITAL MEDICAL CENTER	
3	THE COUNTRY	MED 5-8	POINT	POMONA VALLEY HOSPITAL MEDICAL CENTER	LEASED LINE	LEASED LINE	YES
4	WALKER DRIVE	MED 1-4	POINT	UCLA MEDICAL CENTER	LEASED LINE	LEASED LINE	NO
		MED 5-8	POINT	UCLA MEDICAL CENTER	LEASED LINE	LEASED LINE	NO
		MED 9	POINT	UCLA MEDICAL CENTER	LEASED LINE	LEASED LINE	NO
5	HAUSER PEAK	MED 9 #970 MED 7a		HENRY MAYO NEWHALL			
6	OAT MOUNTAIN	MED 4a MED 5A		HENRY MAYO NEWHALL			

	REMOTE POINT	ASSIGNMENT	FROM	TO	SOURCE	SUBSCRIBER	ACTIVE
7	BALD MOUNTAIN	MED 4A #810		HENRY MAYO NEWHALL			
8	VERDUGO HILLS HOSPITAL	MED2A #92		HUNTINGTON MEMORIAL			
9	PASADENA CITY COLLEGE	MED 9v, MED 5v		HUNTINGTON MEMORIAL			
10	BEACH CITIES, HARBOR MASTER	MED 9 #860 MED-1Dv		LITTLE COMPANY OF MARY			
11	BLACKJACK MOUNTAIN	MED 6D #160		LITTLE COMPANY OF MARY			
12	LITTLE COMPANY OF MARY - SAN PEDRO	MED 9#190 MED 4E MED 8E		LITTLE COMPANY OF MARY			
13	SAN PEDRO HILL	MED 9#960 MED 8E		LITTLE COMPANY OF MARY			
14	VAN NUYS COURT	MED 8A		NORTHIDGE HOSPITAL MEDICAL CENTER			
15	DIAMOND BAR	MED5A #250 OR #680		POMONA VALLEY HOSPITAL MEDICAL CENTER			
16	JOHNSTONE	MED 5A #250		POMONA VALLEY HOSPITAL MEDICAL CENTER			
17	LONG BEACH COMMUNITY HOSPITAL	MED 7Ev		ST MARY MEDICAL CENTER			
18	LAKEWOOD REGIONAL	MED 7Ev		ST MARY MEDICAL CENTER			
19	SIGNAL HILL	MED 7Ev		ST MARY MEDICAL CENTER			
20	QUEEN OF ANGELS/HOLLYPRES	MED 9 #750 MED 7C #750		LAC+USC MEDICAL CENTER			

EXHIBIT E

TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS

<u>DESCRIPTION</u>	<u>TOTAL QUANTITY</u>
HP Compaq dc7700 SSF Workstation 2.4GHz Intel Dual-Core E6600, 2GB Ram, 160GB HD, DVD+/- RW (+R DL), 10/100/1000 Ethernet, M/S Windows XP SP2, Intel VPro Technology	1
ViewSonic VP920b LCD Monitor 19"	1
HP LaserJet P3005, Laser Printer	1
6" USB Printer Cable, (STD. 6ft)	1
TRIPP-LITE OmniSmart 700 UPS	1
Roxio BackUp MyPC 2006	1
LA Base Software	1

**HOSPITAL EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
REGARDING BASE/TRAUMA HOSPITAL DATA COLLECTION OBLIGATIONS**

HOSPITAL: _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work associated with my employer's base/trauma hospital data obligations. I agree to forward all requests I receive for the release of any data or information to my employer's Trauma Emergency Medicine Information System (TEMIS) supervisor.

I agree to keep all hospital, patient and/or agency identifiable TEMIS data confidential and (unless authorized by the patient or the appropriate agency/hospital CEO) to protect these confidential materials against disclosure to other than my employer or County authorized employees who have a need to know the information.

I agree that all TEMIS software application modules and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents software programs and documentation, written training documentation, aids, and other items provided to hospital by County for the purpose of TEMIS data collection shall be considered confidential. As such, I will refrain from reproducing, distributing, or disclosing any such confidential County products except as necessary to perform the hospital's base/trauma hospital data collection obligation.

I agree to report to my immediate supervisor any and all violations of this agreement by me and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of my employer's data collection obligations or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Print)

POSITION: _____

Loc #		SEC. SEQ #		(IF APPLICABLE)		SEQ. # EXHIBIT G	
Date _____ Time _____ Location _____		Prov. Code _____ Unit _____		Pt. # _____ of _____ Age _____ Sex: <input type="checkbox"/> M <input type="checkbox"/> F Weight _____ Kg/lbs.		Hospital Code _____ <input type="checkbox"/> Radio <input type="checkbox"/> Full Ca <input type="checkbox"/> Phone <input type="checkbox"/> SFT Pr <input type="checkbox"/> HEAR Radio <input type="checkbox"/> Joint R <input type="checkbox"/> Comb R/P/H <input type="checkbox"/> Info On	
Chief Complaint Code _____		SEVERITY OF DISTRESS <input type="checkbox"/> None <input type="checkbox"/> MID <input type="checkbox"/> Mod. <input type="checkbox"/> Severe				<input type="checkbox"/> Needle Thoracostomy	
Protocol _____							
Medical HX _____							
Medications _____							
<input type="checkbox"/> Meds prior to BC:		<input type="checkbox"/> NKA Allergies:				<input type="checkbox"/> Suspected Drugs/E	
CONSCIOUS (check one box each col) <input type="checkbox"/> Alert <input type="checkbox"/> Oriented x 3 <input type="checkbox"/> NoT Alert <input type="checkbox"/> Disoriented <input type="checkbox"/> Combative <input type="checkbox"/> NorMal for Pt.		PUPILS <input type="checkbox"/> PERL <input type="checkbox"/> Unequal <input type="checkbox"/> Pinpoint <input type="checkbox"/> Fixed & Dil	BREATHING <input type="checkbox"/> Normal <input type="checkbox"/> Clear T.V. <input type="checkbox"/> ↓ <input type="checkbox"/> N <input type="checkbox"/> ↑ <input type="checkbox"/> Apnea Episodes <input type="checkbox"/> Wheezes <input type="checkbox"/> Rales <input type="checkbox"/> Unequal <input type="checkbox"/> RHonchi <input type="checkbox"/> Stridor <input type="checkbox"/> BS after ET/ETC <input type="checkbox"/> CO ₂ Detect. + - <input type="checkbox"/> Other _____	SKIN <input type="checkbox"/> Normal <input type="checkbox"/> Hot <input type="checkbox"/> Cool <input type="checkbox"/> Pale <input type="checkbox"/> Diaphoretic <input type="checkbox"/> Cyanotic <input type="checkbox"/> Flushed <input type="checkbox"/> Jaundiced Capillary Refill <input type="checkbox"/> NoRmal <input type="checkbox"/> DElayed	EKG Initial EKG <input type="checkbox"/> VF <input type="checkbox"/> PEA <input type="checkbox"/> Asystole <input type="checkbox"/> 12 Lead EKG Prior to Cont <input type="checkbox"/> CPR Defib. x _____ at _____ J at _____ J at _____ J		
UNCONSCIOUS (check only one box) <input type="checkbox"/> Responds to Verbal Response to Pain <input type="checkbox"/> Purposeful <input type="checkbox"/> Nonpurposeful <input type="checkbox"/> No Response		GCS Eye _____ Motor _____ Verbal _____					
<input type="checkbox"/> ≤ 6 yrs. B/P < 70 <input type="checkbox"/> ≥ 7 yrs. B/P < 90 O ₂ _____ L/Min. via <input type="checkbox"/> NC <input type="checkbox"/> Mask <input type="checkbox"/> BVM <input type="checkbox"/> BioW by <input type="checkbox"/> ETC <input type="checkbox"/> ET						<input type="checkbox"/> Spinal Immobilization <input type="checkbox"/> Clear by algorithm	
IV <input type="checkbox"/> None <input type="checkbox"/> TKO <input type="checkbox"/> WO <input type="checkbox"/> SL <input type="checkbox"/> FC _____ ml <input type="checkbox"/> I.V. Unobtain.						Meds Ordered <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Chem Strip <input type="checkbox"/> Glucometer	
Time _____ B/P _____ P _____ R _____ O ₂ Sat _____						Drugs/Dose/EKG/Treatments _____	
Pronounced Rhythm _____						Minutes from EMS CPR to Pronounce _____	
Minutes from EMS CPR to Pronounce _____						CPR by <input type="checkbox"/> EMS <input type="checkbox"/> Other <input type="checkbox"/> None	
No Apparent Injuries <input type="checkbox"/> Burns/Shock <input type="checkbox"/> Spinal Cord Inj. <input type="checkbox"/>		Mechanism of Injury <input type="checkbox"/> Enc Veh. <input type="checkbox"/> Seat Belt <input type="checkbox"/> Air Bag <input type="checkbox"/> Assault <input type="checkbox"/> Pass Space Intrusion <input type="checkbox"/> Surv. of Fatal Acc. <input type="checkbox"/> Ejected from Vehicle <input type="checkbox"/> EXtrication Required <input type="checkbox"/> Ped/Bike vs Vehicle <input type="checkbox"/> Motorcycle/Moped <input type="checkbox"/> Vs Vehicle <input type="checkbox"/> Helmet		Injury Details <input type="checkbox"/> With Blunt Instr <input type="checkbox"/> Stabbing <input type="checkbox"/> GSW <input type="checkbox"/> Trunk <input type="checkbox"/> SI Accidental <input type="checkbox"/> SI Intentional <input type="checkbox"/> ANimal Bite <input type="checkbox"/> CRush		Fall <input type="checkbox"/> <input type="checkbox"/> >15 ft <input type="checkbox"/> Electric SI <input type="checkbox"/> Hazmat E <input type="checkbox"/> Thermal E <input type="checkbox"/> Sports <input type="checkbox"/> Wk Relate <input type="checkbox"/> UNKnown <input type="checkbox"/> OTHER	
Check One Box & Indicate Codes & ETA's on all Transport Options		Rationale for Trans. to Other		VIA <input type="checkbox"/> ALS <input type="checkbox"/> BLS <input type="checkbox"/> Heli ETA _____ <input type="checkbox"/> Police <input type="checkbox"/> Other _____		TRAUMA / PEDS Complete on ALL injured patients and ALL pediatric patients transported to TC / PTC / PMC because: <input type="checkbox"/> Criteria <input type="checkbox"/> Shared Ambulance <input type="checkbox"/> Guidelines <input type="checkbox"/> Requested By <input type="checkbox"/> B.H. Judgment <input type="checkbox"/> Other	
Transported To: CODE _____ ETA _____		ED SAT <input type="checkbox"/> Int. Disaster <input type="checkbox"/> Trauma Center <input type="checkbox"/> Peds (PMC) <input type="checkbox"/> CT <input type="checkbox"/> Neuro <input type="checkbox"/> Request by _____ SRC (STEMI) <input type="checkbox"/> Other <input type="checkbox"/>		NOT TRANSPORTED <input type="checkbox"/> AMA <input type="checkbox"/> DOA <input type="checkbox"/> Unwarranted <input type="checkbox"/> Pronounced Time _____ <input type="checkbox"/> Other		NOT transported to TC / PTC / PMC because: <input type="checkbox"/> Does Not meet TC/PTC Criteria or PMC Guidelines <input type="checkbox"/> Meets TC/PTC Criteria or PMC Guidelines; however: <input type="checkbox"/> ETA > 20 min (PMC) or 30 min (TC/PTC) <input type="checkbox"/> Cardiac Arrest <input type="checkbox"/> Hemorrhage <input type="checkbox"/> Airway <input type="checkbox"/> Requested By <input type="checkbox"/> Minimal Injuries <input type="checkbox"/> Diversion <input type="checkbox"/> Other	
Time Clear _____		If Base is = Receiving hospital: <input type="checkbox"/> Ward <input type="checkbox"/> OB <input type="checkbox"/> Expired <input type="checkbox"/> Disch					
Time Receiving Hosp. Notified _____		Adm. to Rm # _____ <input type="checkbox"/> ICU/CCU <input type="checkbox"/> OR <input type="checkbox"/> Stepdown <input type="checkbox"/> Other _____					
Person Notified _____		Transferred from E.D. to _____					
E.D. Diagnosis _____							
MICN/Cert. # _____		Physician _____				Patient Name/Number _____	

EXHIBIT G-1

Seq. #

Hospital Code

--	--	--

[illegible]

Additional Comments:

[illegible]

SIGN	MICN/Cert. #	Physician	Patient Name/Number

MCI BASE HOSPITAL FORM

of Patients Transported

Immediate	Delayed	Minor	Destination
			EXHIBIT G-2

DATE _____ TIME _____ PROVIDER CODE _____ HOSP CODE _____
 LOCATION _____ UNIT _____ ☐ RADIO ☐ SFTP
 MICN _____ TOTAL PATIENTS _____ ☐ PHONE ☐ HEAR
 PHYSICIAN _____ TIME CLEAR _____ ☐ JOINT RUN

Pt # _____ ☐ M Seq # _____
 Age _____ ☐ F Log # _____
 Wt. _____ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E _____	BP/ _____	<input type="checkbox"/> Immediate
M _____	Cap Refill _____	<input type="checkbox"/> Delayed
V _____	Pulse _____	<input type="checkbox"/> Minor
	Resp _____	

Chief Complaint _____
 Mech of Inj _____
☐ Field Decontamination

Treatment: ☐ O2 ☐ IV ☐ C-Spine ☐ Meds ☐ AMA

Transported By: _____ Rec Facility _____ Trans To _____
☐ No Transport ☐ MAR ☐ PeriNat
☐ EDAP ☐ PCCC
☐ Trauma ☐ Other

Adm. ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
 Transferred _____ ☐ Discharged ☐ Expired
 ED Diagnosis _____

Pt # _____ ☐ M Seq # _____
 Age _____ ☐ F Log # _____
 Wt. _____ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E _____	BP/ _____	<input type="checkbox"/> Immediate
M _____	Cap Refill _____	<input type="checkbox"/> Delayed
V _____	Pulse _____	<input type="checkbox"/> Minor
	Resp _____	

Chief Complaint _____
 Mech of Inj _____
☐ Field Decontamination

Treatment: ☐ O2 ☐ IV ☐ C-Spine ☐ Meds ☐ AMA

Transported By: _____ Rec Facility _____ Trans To _____
☐ No Transport ☐ MAR ☐ PeriNat
☐ EDAP ☐ PCCC
☐ Trauma ☐ Other

Adm. ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
 Transferred _____ ☐ Discharged ☐ Expired
 ED Diagnosis _____

Pt # _____ ☐ M Seq # _____
 Age _____ ☐ F Log # _____
 Wt. _____ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E _____	BP/ _____	<input type="checkbox"/> Immediate
M _____	Cap Refill _____	<input type="checkbox"/> Delayed
V _____	Pulse _____	<input type="checkbox"/> Minor
	Resp _____	

Chief Complaint _____
 Mech of Inj _____
☐ Field Decontamination

Treatment: ☐ O2 ☐ IV ☐ C-Spine ☐ Meds ☐ AMA

Transported By: _____ Rec Facility _____ Trans To _____
☐ No Transport ☐ MAR ☐ PeriNat
☐ EDAP ☐ PCCC
☐ Trauma ☐ Other

Adm. ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
 Transferred _____ ☐ Discharged ☐ Expired
 ED Diagnosis _____

Pt # _____ ☐ M Seq # _____
 Age _____ ☐ F Log # _____
 Wt. _____ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E _____	BP/ _____	<input type="checkbox"/> Immediate
M _____	Cap Refill _____	<input type="checkbox"/> Delayed
V _____	Pulse _____	<input type="checkbox"/> Minor
	Resp _____	

Chief Complaint _____
 Mech of Inj _____
☐ Field Decontamination

Treatment: ☐ O2 ☐ IV ☐ C-Spine ☐ Meds ☐ AMA

Transported By: _____ Rec Facility _____ Trans To _____
☐ No Transport ☐ MAR ☐ PeriNat
☐ EDAP ☐ PCCC
☐ Trauma ☐ Other

Adm. ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
 Transferred _____ ☐ Discharged ☐ Expired
 ED Diagnosis _____

EXHIBIT H

RECEIVING HOSPITAL OUTCOME DATA

The following data elements are to be entered on the Base Hospital Form and into the County's automated data collection system (TEMIS) for all patients where Hospital provided base hospital medical direction to prehospital care personnel and patient was delivered to its emergency department via the County's prehospital care system:

Admitted to: Rm # _____

- ☐ Ward (medical/surgical floor)
- ☐ OB
- ☐ ICU/CCU
- ☐ OR
- ☐ Stepdown (telemetry)
- ☐ Other _____

☐ Expired

☐ Other _____

Transferred from ED to _____

| | | |

Hosp Code

ED Diagnosis _____

| | | | |

ICD-9 Code

The following fields are mandatory for data entry into TEMIS:

REGULAR RUNS

SECTION	FIELDS		
GENERAL INFO	Sequence Number and Log Number	Date/Time	Hospital Code
	Provider Code/Unit	Age	Sex
	Location	Pediatric Weight/Color Code	Communication Type and Call Type
ASSESSMENT	Chief Complaint	Severity of Illness	
PHYSICAL	LOC	GCS	12 Lead EKG (if ordered)
TREATMENTS	Intravenous Access	Meds Ordered Name (Code) of Medications	Chem Strip/Glucometer
CPR (for medical cardiac arrests)	Pulses with CPR	Restoration of Pulse	CPR by:
	Witnessed by:	Min. to CPR	
	If Pronounced →→→	Pronounced Rhythm→	Minutes from EMS CPR to Pronounce
TRAUMA	Trauma Complaint	Mechanism of Injury	
TRANSPORT	Transport Options (MAR, Trauma/PTC, PMC, etc.)	Actual Transport Destination (if transported)	Method of Transport (if transported)
	Trauma/Peds Rationale (all injured and all pediatric patients)	Not Transported Rationale (if applicable)	Rationale for Transport to Other (if applicable)
DISPO	Time Clear	Time Receiving Hospital Notified (if applicable)	If Base = Receiving: ED Diagnosis and Patient Disposition
SIGNATURE	MICN Certification #	Physician #	

SFTP RUNS

(Where Base Hospital is utilized to give direction – Including Patient Destination)

SECTION	FIELDS		
INFO	Sequence Number and Log Number	Date/Time	Hospital Code
	Provider Code/Unit	Age	Sex
	Communication Type and Call Type	Pediatric Weight/Color Code	
ASSESSMENT	Chief Complaint	Severity of Illness	Protocol Used
PHYSICAL			
TREATMENTS			
TRAUMA	Trauma Complaint	Mechanism of Injury	
TRANSPORT	Actual Transport Destination (if transported)	Rationale for Transport to Other (if applicable)	Not Transported Rationale (if applicable)
	Method of Transport (if transported)	Trauma/Peds Rationale (all injured and all pediatric patients)	
DISPO	Time Clear	Time Receiving Hospital Notified (if applicable)	If Base = Receiving: ED Diagnosis and Patient Disposition
SIGNATURE	MICN Certification #	Physician #	

LOS ANGELES COUNTY EMS AGENCY

BASE HOSPITAL RADIO CHANNEL ASSIGNMENTS / PARAMEDIC TELEPHONE NUMBERS

BASE HOSPITAL	HAILING	PRIMARY CHANNEL	BACK-UP CHANNEL	TELEPHONE/ LANDLINE
California Hospital Medical Center	#37 on 9A	5C	2C	213-765-9519
Cedars-Sinai Medical Center	#94 on 9A	1B	6B	(310) 657-0662 (310) 657-0663
Citrus Valley Medical Center – QVH Campus	#18 on 9A	4F	N/A	(626) 338-1183 (626) 338-1184
Glendale Adventist Medical Center	#17 on 9A	8C	N/A	(818) 247-1532 (818) 247-1533
Henry Mayo Newhall Memorial Hospital	#81 on 9A Bald Mtn: #81 on 4A, Oat Mt: 4A	4A	5A	(805) 255-2730 (805) 255-2731 (805) 259-3061
Huntington Memorial Hospital	#92 on 9A Verdugo Hills Hosp # 92 on 2A	5F	2A	(626) 397-8026 (626) 397-8027 (626) 397-8028
LAC Harbor-UCLA Medical Center	#64 on 9A Gardena 2 receivers only on 9A & 7D	4D	7D	(310) 328-1800 (310) 328-1801
LAC + USC Medical Center	#28 on 9A #970 on 8C Portal: #970 on 2C	4C	6C	(323) 222-9111
Little Company of Mary Hospital	#16 on 9A Blackjack: #16 on 6D	6D	2D	(310) 540-7180 (310) 540-1009
San Pedro Peninsula Hospital Site	#19 on 9A San Pedro Hill: 8E & 9A	8E	4E	(310) 316-8576 (310) 316-8436
Methodist Hospital of Southern California	#49 on 9A	8F	3F	(626) 445-4481 (626) 445-4417 (626) 445-6470
Northridge Hospital, Roscoe Campus	#29 on 9A Van Nuys # 29 on 8A	1A	8A	(818) 885-9888 (818) 885-9889
Long Beach Memorial Medical Center	Local #60 on 9A Rio Hondo # 61 on 9A	5D	2D	
Pomona Valley Hospital Medical Center	#25 on 9A Johnstone & Diamond Bar: #25 on 5A	7F	5A	(909) 623-6561 (909) 623-6562
Presbyterian Intercommunity Hospital	#84 on 9A	3E	8E	(310) 945-6539 (310) 945-6530
Providence Holy Cross Medical Center	#42 on 9A	6A	2A	(818) 361-7341 (818) 361-7342
Providence St. Joseph Medical Center	#35 on 9A	5A	3A	(818) 841-3644 (818) 841-3673
St. Francis Medical Center	#53 on 9A Downey Regional Medical Center	1E	8E	(310) 603-2511 (310) 603-2612 (310) 639-8173
St. Mary Medical Center	#24 on 7E	7E	4E	(562) 432-0517 (562) 435-2833
Torrance Memorial Medical Center	#79 on 9A Pt. Vicente & Catalina: # 79 on 3A	3D	3A	(310) 530-7631
UCLA Medical Center	#59 on 9A Santa Monica Hosp #59 on 9A Castro Peak #73 on 9A	2B 5B 7A	3B	(310) 208-5387
Hauser 2	#970 on 3A			

BASE HOSPITAL DIRECTORY

HOSPITAL	TITLE/NAME	ADDRESS	TELEPHONE/FAX
AMH Methodist Hospital of Southern California	Base Hospital Medical Director Dr. Jacob Fakoory Prehospital Care Coordinator Suzette Otlewis	300 West Huntington Drive Arcadia, CA 91007	626-574-3672 626-574-3748 626-821-6927
CAL California Hospital Medical Center	Base Hospital Medical Director Dr. Stephen Liu Prehospital Care Coordinator (Interim) Jared Baker	1401 S. Grand Ave. Los Angeles, CA 90015	213-742-5555 213-742-5562 213-743-6350
CSM Cedars Sinai Medical Center	Base Hospital Medical Director Dr. James Fishkin Prehospital Care Coordinator Paula Rosenfield	8700 Beverly Blvd. Los Angeles, CA 90048-1865	310-423-8606 310-423-8606 310-423-0424
GWT Glendale Adventist Medical Center	Base Hospital Medical Director Dr. Cheryl Lee Prehospital Care Coordinator Judy Grimaldi	1509 E. Wilson Terrace Glendale, CA 91206	818-409-8202 818-409-8201 818-546-5602
HCH Providence Holy Cross Medical Center	Base Hospital Medical Director Dr. Thomas Waskiewicz Prehospital Care Coordinator Melanie Ridgley	15031 Rinaldi Street Mission Hills, CA 91345	818-898-4540 818-898-4542 818-898-4565
HGH LAC Harbor-UCLA Medical Center	Base Hospital Medical Director Marianne Gausche-Hill Prehospital Care Coordinator Julia Goto	1000 W. Carson St. Torrance, CA 90502-2004	310-222-3500 310-222-3445 310-222-3078
HMH Huntington Memorial Hospital	Base Hospital Medical Director Dr. James Luna Prehospital Care Coordinator Jenny Van Slyke	100 W. California Blvd. Pasadena, CA 91109	626-397-5000 626-397-8482 626-397-2981

BASE HOSPITAL DIRECTORY

HOSPITAL	TITLE/NAME	ADDRESS	TELEPHONE/FAX
HMN Henry Mayo Newhall Memorial Hospital	Base Hospital Medical Director Dr. Heather Flaherty Prehospital Care Coordinator (vacant)	23845 W. McBean Parkway Valencia, CA 91355-2083	661-253-8112 661-253-8117 661-253-8142
LBM Long Beach Memorial Medical Center	Base Hospital Medical Director Dr. Ray Sebastian Prehospital Care Coordinator Samantha Verga	2801 Atlantic Avenue Long Beach, CA 90806-1737	562-933-1461 562-933-1461 562-933-2053
LCM Little Company of Mary Hospital	Base Hospital Medical Director Dr. Fred Carr Prehospital Care Coordinator Kristina Crews	4101 Torrance Blvd. Torrance, CA 90503	310-303-5680 310-303-5684 310-303-5689
NRH Northridge Hospital Medical Center – Roscoe Campus	Base Hospital Medical Director Dr. Gregory Palmer Prehospital Care Coordinator Karen Reid-Wright Heidi Ruff	18300 Roscoe Blvd. Northridge, CA 91325-4105	818-885-8500 818-885-8500 818-775-0211
PIH Presbyterian Intercommunity Hospital	Base Hospital Medical Director Dr. Steven Chin Prehospital Care Coordinators Alina Candal/Mary Ruth Medina	12401 E. Washington Blvd. Whittier, CA 90602	562-698-0811 562-698-0811 562-945-6663
PVC Pomona Valley Hospital Medical Center	Base Hospital Medical Director Dr. Thomas Edhom Prehospital Care Coordinator Laurie Sepke	1798 N. Garey Avenue Pomona, CA 91767	909-865-9650 909-865-9906 909-865-9623
QVH Citrus Valley Medical Center – Queen of the Valley Campus	Base Hospital Medical Director Dr. Paul Holland Prehospital Care Coordinator Gloria Guerra	1115 S. Sunset Ave. West Covina, CA 91790	626-962-4011 626-814-2590 626-813-2890
SFM St. Francis Medical Center	Base Hospital Medical Director Dr. Robert Flashman Prehospital Care Coordinator Charrise Powell	3630 E. Imperial Hwy. Lynwood, CA 90262-2678	310-900-4534 310-900-4535 310-635-4616

BASE HOSPITAL DIRECTORY

HOSPITAL	TITLE/NAME	ADDRESS	TELEPHONE/FAX
SJS Providence St. Joseph Medical Center	Base Hospital Medical Director Dr. John Simic Prehospital Care Coordinator Craig Hollaway	501 S. Buena Vista St. Burbank, CA 91505	818-843-0552 818-847-4007 818-847-5701
SMM St. Mary Medical Center	Base Hospital Medical Director Dr. Steven Shea Prehospital Care Coordinator Scarlett Fearington	1050 Linden Avenue Long Beach, CA 90813-3393	562-491-9762 562-491-9672 562-491-7972
TOR Torrance Memorial Medical Center	Base Hospital Medical Director Dr. Franklin Pratt Prehospital Care Coordinator Joan Cunningham	3330 W. Lomita Blvd. Torrance, CA 90505	310-325-9110 310-325-9110 310-784-3771
UCL UCLA Medical Center	Base Hospital Medical Director Dr. Atilla Uner Prehospital Care Coordinator Karen Simonet	10833 LeConte Avenue Los Angeles, CA 90095	310-824-0578 310-825-9937 310-206-3818
USC LAC + USC Medical Center	Base Hospital Medical Director Dr. Marc Eckstein Prehospital Care Coordinator Gloria Tolle	1200 N. State Street Los Angeles, CA 90033	323-226-6806 323-226-6674 323-226-6454

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)